

USER AGREEMENT AND TERMS

SUMMARY

The following key points of this User Agreement and Terms are brought for your convenience only. They do not substitute the full Terms.

1. Who we are?

Maiar is owned and currently operated by xPortal Labs S.R.L.. The operation of Maiar can be performed by an entity that directly or indirectly Controls, is Controlled by, or is under common control with xPortal Labs S.R.L., where Control means the direct or indirect control of greater than 50% of the voting rights or equity interests of an entity or the power to direct or cause the direction of the management and/or business strategy of that party (the “Group”, “MultiversX Group” or “xPortal”).

2. What is Maiar?

Maiar is a mobile application that allows Users (the “Users” or “you” meaning all individuals, institutions or organizations that access, download or use Maiar or the Company Services and who meet the criteria and conditions stipulated by these Terms) to conveniently access, send and receive their crypto and digital assets (the “Assets”).

Maiar is a non-custodial wallet. This means:

- Maiar is a decentralized wallet and you, and only you hold the Private Keys to your cryptocurrency wallet. This means that neither Maiar nor the Company is able to access your Private Keys without your volition and consent.
- Maiar is a User controlled wallet so only the User has control over their funds.
- You understand that if you lose your recovery words (and the Private keys associated with it), you will not be able to access your wallet and funds.

3. Important disclaimers.

Maiar is not intended as, and does not provide, any investment or financial advice whatsoever. As with any financial or investment decisions, you should conduct your own research and due diligence investigation, to properly evaluate the benefits and risks of any investment or financial transaction performed on or in connection to Maiar. You should also seek the advice and guidance of qualified accountants, financial advisors, tax advisors, legal counsels and investment advisors, in connection with any investment or financial transaction performed on or in connection to Maiar.

4. Privacy.

We respect your privacy, please consult our Privacy Policy.

5. Intellectual property.

All legal rights in Maiar or related to Maiar, including all intellectual property rights, are MultiversX's.

6. Disclaimer of warranty.

Maiar is provided for use 'as is'. We disclaim all warranties and representations with respect to Maiar.

7. Limitation of liability.

To the maximum extent permitted by the applicable law, we – and anyone acting on our behalf in any form of collaboration – will not be liable in any way for any damage or loss, arising from the use or inability to use Maiar.

8. Law & jurisdiction.

Use of Maiar is governed by the laws of Romania and subject to the exclusive jurisdiction of the competent courts in Romania.

9. Termination.

You may request to terminate your account at any time by contacting us at contact@multiversx.com. Upon termination of these Terms or your account, your right to use Maiar is terminated and you must immediately cease using Maiar.

10. THE TERMS INCLUDE ADDITIONAL PROVISIONS THAT YOU SHOULD CAREFULLY READ, SUCH AS PROVISIONS REGARDING WARRANTY, LIMITED LIABILITY, INDEMNIFICATION AND ASSIGNMENT.

THE DETAILS

This User Agreement and Terms (“Terms”) constitutes a contract between you and xPortal (“Company”, “we”, “us” and “our” and including all affiliates) and applies to your use of any Company products or services, including the self-custody, Maiar digital wallet application (“Maiar”), and other features, technologies and functionalities offered by the Company to you through a website, app, or through other means (the “Company Services”). The Company Services are provided to you subject to these Terms as well as to the Privacy Policy, incorporated in these Terms by reference. The Company may, in its sole discretion, modify or revise these Terms at any time, and you agree in advance to be bound by such modifications or revisions. We strongly recommend periodically reviewing the most up-to-date version of Terms. Your continued use of the Company Services shall constitute your acceptance of such amendments.

Please read the following User Agreement and Terms (the “Terms“) carefully. By signing up to, accessing, or using Maiar, you agree to these Terms and any amendments thereto. If you do not agree to these Terms, you may not access or use Maiar.

Compatibility Notice: Maiar is designed to work only on mobile phone devices with iOS 13.0 or later and Android 7.0 or later (API level 24) (the “Device”). Maiar is designed to function in portrait mode only and is not optimised for tablets or any other similar devices. Further, you are fully responsible for any data or messaging fees particular to your device(s) and/or carrier(s).

HOW DOES IT WORK?

Unlike traditional centralized wallets, Maiar offers its Users a tool to conveniently sign transactions (“Transactions”) with a private key the Users manage (“Private Key”). Only with a private key the Users manage, a Transaction can take place. This means that neither Maiar nor the Company is able to access Users’ Assets or their Private Keys without their volition and consent.

In case Users' Devices are unavailable — e.g. if the Device is broken or stolen — Maiar provides an optional way to assist Users to securely recover their wallet by using a cloud backup or a manual backup. The recovery process will be available to Users provided they have fully completed the backup process in accordance with the instructions presented on Maiar.

Through Maiar, Users can also access and view the balance of their Assets. The Fiat value of User's Assets as displayed through Maiar is only an estimate depending on relevant exchange rates of Fiat Currency and the valuation of crypto and digital assets which are constantly changing. The Company does not warrant nor does it make any representations as to the accuracy of the fiat value displayed through Maiar. For the avoidance of any doubt, "Fiat Currency" means any currency issued by a Central Bank of sovereign countries, such as the US Dollar, Euro, etc.

IMPORTANT DISCLAIMERS

Maiar is not intended as, and does not provide, any investment or financial advice whatsoever. With respect to any financial or investment decisions, it is strongly recommended that you conduct your own research and due diligence investigation, to properly evaluate the benefits and risks of any investment or financial transaction. It is also strongly recommended that you seek the advice and guidance of qualified accountants, financial advisors, tax advisors, legal counsels and investment advisors, in connection with any investment or financial transaction.

You agree to be held completely and fully responsible for your decisions. The Company does not guarantee in any way the completeness or accuracy of the information presented on Maiar and shall not be held liable for any errors in actions taken in reliance thereon, including with respect to the release of any funds or other similar activities which can be performed on Maiar.

Neither MultiversX nor Maiar is your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities affected by you using the Company Services. No

communication or information provided to you via Maiar is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice.

Neither MultiversX nor Maiar recommend that any Assets should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Assets, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. MultiversX will not be held responsible for the decisions you make to buy, sell, or hold Assets based on the information provided via Maiar.

Risk of financial loss: EGLD and other crypto currencies supported by Maiar are Assets and are part of a new asset class and present a risk of financial loss, and you should carefully consider your financial circumstances and tolerance for financial risk before purchasing either.

EGLD incorporates no connection to physical gold or gold derivative instruments. EGLD is not a “stablecoin” and may be volatile and/or may lose value. No recommendation is made herein as to the advisability of purchasing EGLD; notwithstanding, do not purchase EGLD if you cannot bear the loss of the entire purchase price.

LIMITATIONS

The Company Services allow you to interact directly with the MultiversX blockchain and other blockchains as well (Ethereum, Binance, etc.), while you remain in full control of, and always responsible for, your own Private Keys and Assets. As an unhosted wallet where you are responsible for your own Private Keys and Assets, these Company Services are not regulated by any financial authority and the Assets that you may store, exchange, and transfer using Company Services are not covered or underwritten by any issuer, insurer, government, or central authority.

When you access certain features, such as Maiar, you will be able to create a wallet to perform a variety of actions with different Assets. You will be

requested to verify your phone number through an attestation process requiring a transaction fee. You will not give the Company control or access to any of your Assets, and your Assets are not held in Maiar, but are on the MultiversX blockchain or others blockchain(s) and 'viewed' through Maiar, and the Company does not control the blockchain(s) or your Assets.

THE COMPANY DOES NOT COLLECT OR HOLD YOUR PRIVATE KEYS, AND THE COMPANY CANNOT ACCESS ACCOUNTS; RECOVER KEYS, PASSWORDS, OR OTHER INFORMATION; RESET PASSWORDS; OR REVERSE TRANSACTIONS. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE COMPANY SERVICES, INCLUDING, WITHOUT LIMITATION, FOR STORING, BACKING-UP, AND MAINTAINING THE CONFIDENTIALITY OF YOUR KEYS, PASSWORDS, AND INFORMATION, AND FOR THE SECURITY OF ANY TRANSACTIONS YOU PERFORM USING THE COMPANY SERVICES. YOU EXPRESSLY RELIEVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY AND/OR LOSS ARISING FROM YOUR USE OF THE COMPANY SERVICES.

Users interacting with crypto or digital assets should be aware that such assets involve risks, including the risk of loss of some or all assets. Losses are not insured, and you assume the full responsibility for all losses. You are advised to exercise caution, conduct research, and not to transact more than you can afford to lose. Maiar does not facilitate the storage or sending of fiat currencies.

REGISTRATION

Information you provide.

In order to use Maiar, you must be an individual 18 years of age or older and register with a personal User account. When you register with Maiar, we will ask you to provide us the details we describe in our Privacy Policy. ("Registration Information").

Maiar's features are activated and available only to Users who have successfully completed the sign-on process.

Use of Maiar may not be available to you, in whole or in part, in certain regions, countries, or jurisdictions, in order to comply with certain rules and regulations meaning that the use of Maiar is currently provided in specific regions, countries or jurisdictions and will be expanded to other territories at our discretion.

Users in certain regions may have different Terms applicable to them, which to be enacted and updated by us from time to time.

False information.

If we believe that the Registration Information you provide is false, deceptive or offensive, or if we believe that you violated these Terms, we reserve the right to unilaterally suspend or terminate your User account or your access to Maiar.

Additional information.

We reserve the right to request additional information to verify your identity, during the registration process, at any time throughout your use of Maiar or when you submit requests related to your User account being able to unilaterally suspend or terminate your User account or your access to Maiar if the information provided contradicts the information submitted previously, if we consider that the information is false, deceptive or offensive, or if we believe that you violated these Terms.

SMS CONSIDERATIONS AND AGREEMENT

You understand that your wireless service provider(s) may charge you for each text message, including any error message, that is sent and/or received in connection with the Company Services. It is recommended that you consult with your wireless service provider's pricing plan for any applicable details. By

using the Company Services, you are solely responsible for any wireless charges that may be incurred in connection with the use of Maiar.

YOUR PRIVACY

We respect your privacy. Our Privacy Policy explains our privacy practices. We encourage you to read it carefully.

ACCEPTABLE AND PROHIBITED USE OF MAIAR

Accepted use.

The following terms define the acceptable use of Maiar and the content available therein. You agree to abide by all applicable laws in relation to the legal usage of Maiar in your local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities.

ALL USERS OF MAIAR ACKNOWLEDGE AND DECLARE THAT THEIR ASSETS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT, IF THE CASE, THE COMPANY WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS.

Account suspension.

We may, in a unilateral way, temporarily or permanently suspend the use of or revoke your account, if we believe you have violated these Terms or exhibit behavior that raises suspicion of criminal activity.

Prohibited use.

When using Maiar, you must refrain from:

- Breaching these Terms or any other applicable rules and instructions that we may convey with respect to Maiar;
- Interfering with, burdening or disrupting the functionality of Maiar;
- Breaching the security of Maiar or publicly identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of Maiar, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in Maiar;
- Sending automated or machine generated queries;
- Using robots, crawlers and similar applications to collect and compile content from Maiar or send data to Maiar including for the purposes of competing with Maiar, or in such ways that may impair or disrupt Maiar's functionality;
- Displaying or embedding content from Maiar, including by any software, feature, gadget or communication protocol, which alters the content or its design;
- Impersonating any person or entity, or making any false statement pertaining to your identity or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information regarding Maiar's Users, without their prior explicit consent;
- Abusing, harassing, threatening or intimidating other Users of Maiar;
- Linking to Maiar from web pages or applications that contain pornographic content or content that encourages racism or wrongful discrimination;
- Engaging in any activity that constitutes a criminal offense or gives rise to civil liability;
- Transferring your account on Maiar to another person;
- Infringing the Intellectual Property or any other rights of the Group;
- Violating any applicable law;

You are solely responsible for the content you make available through Maiar and for the consequences associated with doing so.

FEE-BASED AND FREE OF CHARGE SERVICES

Access to Maiar is offered to you without any costs for a limited period of time (“Free Access”). The Free Access period and the duration of it is and will be determined exclusively by the Company as additional features and services might be introduced in the future which will not be included as part of your Free Access. These additional features and services might be subject to payment of the applicable fees (“Fees”), in accordance with the packages, schemes and amounts presented to you, either upon registration or at a later time.

Free Access to Maiar is guaranteed for the Launch Period only, after which access to Maiar might be subject to payment of Fees. If you benefited from Free Access prior to that change, you will still be able to access Maiar for free (excluding any additional pay for services presented by us), provided you abide by these Terms and use your Free Access only for one account on one device at a time i.e. each User is entitled to receive a Free Access benefit only once).

REFERRAL PROGRAM

The Referral Program (the “Program”) offered by the Company has been created to reward the Users of Maiar for doing what they were already doing - recommending Maiar to their families, friends and acquaintances who sign in to become Users.

This section of the Terms - the Referral Program - which represents a binding agreement between you and the Company, will govern your participation in any and all Program offers. By participating in this Program you agree with the Terms. You are not authorized to participate in the Program if you don't agree with these Terms in their entirety.

Definitions

- “Referrer” – means a User that participates in the Program under these Terms.
- “Referral Code” – means a code assigned by Maiar to the Referrer to track Qualified Referrals referred by the Referrer.
- “Referred User” – a User who registered to Maiar by using a Referral Code.
- “Purchase” – a Transaction made by a User for purchasing crypto.
- “Qualified Referral” – occurs when a User registers to Maiar and completes at least one Purchase through Maiar in a minimum sum that will be determined by Maiar from time to time, at its discretion. Only successfully completed Purchases made through MoonPay within Maiar are accepted for a Qualified Referral.

Referral Program Eligibility

An eligible Referrer must be a User who completed the backup process according to the instructions presented on Maiar. If at any time, your registration to Maiar is canceled, you will immediately and automatically cease to be an eligible Referrer.

An eligible Referred User must be an individual, institution or organization who is eligible to become a User and has never signed up for Maiar before.

The Company reserves the right to find ineligible any participant in the Program at its sole discretion. The Referrer acknowledges and agrees that the Company may, in its sole discretion, decide whether or not to onboard any new Users(s) referred by the Referrer, as well as decide whether such new User(s) will be considered a Referred User(s).

Referral Program Participation

Users of Maiar have an opportunity to earn a reward for successfully referring other individuals, institutions or organizations to register to Maiar by sharing the Referral Code with them. For the avoidance of doubt, Maiar is not obliged to confirm the registration of any Referred User, and may, in its absolute discretion, deny such registration.

In order to refer new users to Maiar, Maiar will provide each User a unique Referral Code. You may send or provide this Referral Code to any eligible individual that may be interested in joining Maiar.

Any Referred User who registers to Maiar by using the Referral Code, will be identified in our systems as obtained by your reference and attributed to you as a Referrer.

Please note that you must send the Maiar Code and/or any marketing material according to the applicable terms of the law, any applicable privacy or spam laws which prohibit the delivery of advertisements or commercial messages to addressees that did not give their prior written consent to that delivery.

Any distribution of your Referral Code that could constitute unsolicited commercial email or “spam” under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your User account and exclusion from the Program. Maiar will not endure any responsibility for any Referrer who violated the applicable terms of law when sending the Referral Code.

Referral Program Rewards

For each Qualified Referral attributed to you, you will earn a certain percent (that will be determined by the Company from time to time and published in Maiar app) of Company’s Commission for each purchase made by the Referred User in the first year following its registration to Maiar in accordance with the Terms (the “Rewards”).

“Company’s Commission” is a certain percent of the total purchase commission that may change from time to time. The current Company’s Commission is 0.5% for credit card transactions and bank wires.

The Rewards will only be paid to an active User account. If such a User account is deleted for any reason, the funds will not be accessible.

You will always be able to see the updated sum of your Reward in Maiar. The sum of the Reward will be added to your User account on a weekly basis.

The Referred User will earn a one-time bonus once completing a purchase worth a certain amount (the “Bonus”) The required amount of the purchase and the exact amount and the coin used for the Bonus will be determined by the Company from time to time and published in Maiar.

The Referred User will be able to see its one-time Bonus in Maiar.

The Company reserves the right to modify the amount of the Rewards and/or the Bonuses and waive credited Rewards and/or Bonuses given that we have valid grounds to do so, even if all conditions for the Referral Program are met.

Taxes.

All state and/or local income and other taxes, if any, are the User’s sole responsibility. Rewards may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to the User. All Users are solely responsible for reporting such items on their tax returns or similar and observing/paying any associated tax liability, in the case.

Use of materials

We may, at our sole discretion, provide you with marketing and promotional materials pertaining to Maiar. We hereby grant you, during the term of these Terms, a non-exclusive, non-transferable, limited right to reproduce or copy the provided materials, for the sole purpose of promoting and marketing Maiar to potential Users.

Nothing herein shall grant you any ownership, title or any other rights in these materials, but only limited rights of use as described above.

Referral Program Restrictions

You must not interfere with or disrupt the administration of the Program or engage in any action that may manipulate the Program. As a Referrer, you must refrain from:

- Making any warranties and/or representations concerning Maiar;
- Assume any obligation of any kind whether express or implied on behalf of Maiar;
- Use our Intellectual Property rights, except as explicitly authorized under these Terms;
- Violating any rules, guidelines or instructions that we may convey with respect to the Terms;
- Damaging, corrupting, tampering with, interfering with or disrupting the functionality of Maiar;
- Submitting false, inaccurate, deceptive or misleading information;
- Impersonating any person or entity, or making any false statement pertaining to your identity;
- Acting with intent to annoy, harass, or abuse any other person;
- Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, including laws governing securities or privacy;
- Activity deemed in the sole discretion of the Company to be generally inconsistent with the intended operation of the Program.

The Company shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms.

Referral Program Term

The term of this Program will begin upon your acceptance of the Terms and will end when terminated. Maiar may terminate this Program at any time, with or without cause, without being obliged to give you any prior written notice of termination.

Failure to observe the Terms gives the right to the Company to terminate your participation in the Referral Program immediately and upon such termination all your pending and future Transactions will be cancelled.

Maiar has the right, on its sole discretion, to cancel the Program at any time, to start a new Program or to renew a Program.

INTELLECTUAL PROPERTY

Our intellectual property.

All rights, title and interest in and to Maiar, including without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights and any goodwill associated therewith (the “Intellectual Property”), are the exclusive property of the Company and its licensors.

Restrictions.

You may not copy, reverse engineer, modify or create derivative works of the Company’s intellectual property, in any way or by any means.

You may not use any name, mark, logo or domain name that is confusingly similar to our marks, logos and Internet domain names. You must refrain from any action or omission that may dilute or damage our goodwill.

APPLICATION MARKETPLACE

Your use of Maiar may be subject to additional third party terms and conditions that govern that application marketplace from which you downloaded Maiar. Such third parties are not responsible for providing maintenance and support services with respect to Maiar.

THIRD PARTY PLATFORMS

Maiar may interface with third party services and platforms (“Third Party Platforms”). For example, you may “share” your activity on Maiar and invite your friends to use Maiar through social network Third Party Platforms. Other Third Party Platforms may provide you the ability of purchasing crypto with fiat currency.

Other Third Party Platforms may provide you different services applicable to your Assets, such as purchasing crypto with fiat currency, or locking your funds (or part of them) into an interest bearing smart contract.

The following terms apply to services provided by Third Party Platforms:

- Use of these Third Party Platforms is governed by their respective terms of service, not by these Terms. You bear the sole and exclusive responsibility for accepting and complying with those other terms of service.
- The responsibilities, obligations and liabilities of Third Party Platforms are as indicated in their respective terms of service.

TERMINATION

Terminating your account.

You may, at any time, request to terminate your account by contacting us at contact@multiversx.com.

Upon termination of these Terms or your account, your right to use Maiar is terminated and you must immediately cease using Maiar.

Effects of Termination.

Upon termination, your User account will be cancelled.

Terminating the operation of Maiar.

We may at any time discontinue, suspend or terminate the operation of Maiar, or any part thereof, temporarily or permanently, for all Users, or for certain Users, without any liability to you. If we do so on our own accord and not as a result of your violation of these Terms, we will notify you in advance before such termination.

CHANGES AND AVAILABILITY

Changes on Maiar.

We may, at any time and without prior notice change the layout, design, scope, features or availability of Maiar. We may also remove User Content if we deem it necessary for operational reasons.

Availability.

The availability, functioning, quality and functionality of Maiar depend on various factors, including software, hardware and communication networks, which are provided by third parties, at their responsibility. These factors are not fault-free.

Changing these Terms.

We may revise these Terms (beyond the terms, rules and policies explained in our user guide), in whole or in part, at any time by notifying you of the amended Terms ahead of time. Your continued use of Maiar after the effective date of the amended Terms constitutes your consent to the amended Terms.

DISCLAIMER OF WARRANTY

MAIAR IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND AFFILIATES (THE "STAFF") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO MAIAR, ITS CONTENT, THE FEES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

WE DO NOT WARRANT THAT (1) MAIAR WILL OPERATE UNINTERRUPTEDLY, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (2) MAIAR WILL ALWAYS BE AVAILABLE OR FREE FROM MALWARES, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (3) THE QUALITY OF MAIAR AND THE CONTENT AVAILABLE THROUGH IT, WILL MEET YOUR EXPECTATIONS; (4) THE CONTENT PRESENTED ON MAIAR WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (5) THE RESULTS OF USING MAIAR WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF MAIAR, OR THE CONTENT PRESENTED ON, OR THROUGH, MAIAR, WHETHER OR NOT MADE BY ANY OF OUR STAFF, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY THE INVOLVED PERSONS FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OUR STAFF WHATSOEVER.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF MAIAR IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF, SHALL NOT BE LIABLE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE CONTENT, THE FEES, THE USE OF, OR THE INABILITY TO USE MAIAR OR ITS FEATURES, OR FROM ANY FAILURE,

ERROR, OR BREAKDOWN IN THE FUNCTION OF MAIAR, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON MAIAR, OR FROM ANY COMMUNICATION THROUGH MAIAR, OR WITH OTHER USERS ON MAIAR, OR FROM ANY DENIAL OR CANCELANON OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON MAIAR.

IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES SHALL BE LIMITED TO HALF THE FEES YOU PAID US (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL BE FULLY RELEASED FROM OUR OBLIGATIONS AND LIABILITY TO YOU IF YOU HAVE BREACHED THESE TERMS, ANY OTHER TERMS, RULES OR REGULATIONS APPLICABLE TO MAIAR, OR IF THROUGH YOUR USE OF MAIAR, YOU INFRINGED OR VIOLATED ANY OTHER PERSON'S RIGHTS.

INDEMNIFICATION

To the maximum extent permitted by law, you will indemnify, defend and hold harmless at your own expense, MultiversX, our representatives and agents and anyone acting on our behalf, from and against any damages, costs and expenses, including attorney's fees and costs, third party claims, demands, liabilities, resulting from any claim, allegation or demand, connected with your use of Maiar, your breach of these Terms, infringement of any other person's rights or any violation of an applicable law.

GOVERNING LAW, JURISDICTION

Regardless of your place of residence or where you access or use Maiar from, these Terms and your use of Maiar will be governed by and construed solely in accordance with the laws of Romania.

The competent courts in Romania will have exclusive and sole jurisdiction over any dispute, claim or controversy relating to Maiar or with respect to any matter relating to these Terms. You hereby expressly consent to personal jurisdiction in Romania and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

Notwithstanding the foregoing, we may lodge a claim against you pursuant to the indemnity clause above in any court adjudicating a third party claim against us.

GENERAL

Assignment.

You may not assign or transfer any right to use the Company Services or any of your rights and obligations under these Terms without our prior written consent, including any right or obligation related to the enforcement of laws or the change of control. Any attempted or actual assignment by you, without our prior written consent, shall be null and void.

MultiversX may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

Changes in ownership.

In the event of M&A, we may, without notice or obtaining your consent, assign and delegate these Terms, including all of our rights, performances, duties, liabilities and obligations contained herein, to a third party.

Severability.

If any provision of these Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of these Terms shall continue to remain in full force and effect.

Force Majeure

We will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond MultiversX's reasonable control.

Interpretation.

The section headings in these Terms are included for convenience only and shall take no part in the interpretation or construing of these Terms. Whenever used in these Terms, the term "Including", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

Entire agreement.

These Terms constitute the entire agreement between you and us concerning the subject matter herein, and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

Waivers.

No waiver, concession, extension, representation, alteration, addition or derogation from these Terms by us, or pursuant to these Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative. Failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under these Terms.

Relationship.

These Terms do not create any agency, partnership, employment or fiduciary relationship between you and us.

CONTACT US

At any time, you may contact us with any question, request, comment or complaint that you may have with respect to Maiar or these Terms at contact@multiversx.com.