

Please review the terms of service contained herein carefully. By clicking “I agree” or accessing and/or using any of the Services provided by Alfio Moretti as a representative of the project BambooToken (or, as follow, “The Proponent”), the user declares to have read, understood, and accepted all of the following Terms, as well as all of the terms which are incorporated herein by reference.

TERMS OF SERVICE

1. RIGHTS AND OBLIGATIONS

The following terms and conditions (the “Terms”) constitute a binding agreement between **Alfio Moretti** as the proponent of the project **BambooToken** and the person, persons, or entity (“You” or “Your”) accessing and/or using websites at **www.bambootoken.io** / **www.sale.bambootoken.io**, online services, Android and iOS mobile apps, and, in general, any other service provided by the proponent (the “Services”).

By accessing and or using the Services, the user declares to have read, understood, and accepted all of the following Terms and agree to be legally bound by these. You further represent and warrant that: (1) You are of legal age to enter into a binding agreement; and (2) if You represent a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into these Terms on behalf of such corporation, governmental organization or other legal entity and to legally bind it to these Terms.

Your access and/or use of the Services is necessary contingent upon Your acceptance of these Terms.

The Proponent may amend, modify or change these Terms at any time. Amendments will be effective 14 (fourteen) days after their publication on project websites at **www.bambootoken.io** / **www.sale.bambootoken.io** or on project's Android and iOS mobile apps, except for amendments that relate to new features or made for legal reasons, which will become effective immediately. If You do not agree to such modified terms, You should discontinue or finish Your use of the Services.

2. SERVICES

2.1 THE WALLET

The Proponent, to manage the Services, requires You to enable one or more digital non-custodial, cryptocurrency wallets for certain supported cryptocurrencies and digital assets (the “Wallet”) that

lets You store, send, request and receive supported cryptocurrencies and digital assets. **All transactions requested and/or made through the Wallet are irreversible.**

The Wallet is not and shall not be deemed as an account where the Proponent or other third parties serve as custodians of Your cryptocurrencies or digital assets.

The Wallet is only for use with Token and with any other cryptocurrencies or digital assets that the Proponent may explicitly decide to support in the future at its sole discretion. The Proponent has no obligation to support any cryptocurrencies or digital assets. The Proponent takes no responsibility or liability in connection with any attempt to use Your Wallet for cryptocurrencies or digital assets other than the supported cryptocurrencies and digital assets.

By accessing and/or using the Services, You acknowledge and agree that the Proponent cannot guarantee the confirmation of any transaction on any blockchain network. The Proponent **has no control over any blockchain network.**

2.2 USE OF THE SERVICES

The Proponent is required by law to obtain, verify, and record information identifying any person accessing and/or using certain Services. Therefore, to access and/or use of certain Services You have to follow a process prepared, made and managed by YOTI Ltd in order to verify Your identity.

You have to provide true, current and complete information about Yourself during the process described above. If You are a representative of a corporation, governmental organization or other legal entity, You must prove that You have the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and to legally bind it to these Terms.

So, in any case, the Proponent may require You to provide documentation to verify the information You have submitted to including, without limitation, an identification card or a passport, a utility bill, a bank statement or any document proving Your identity issued by a governmental body.

You acknowledge and agree that the Proponent may transfer the information collected as part of the identification process to other affiliated companies or financial entities, also international, for the purposes of accessing the services provided by those entities.

2.3 SERVICE LIMITATIONS AND MODIFICATIONS

The Proponent will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, The Proponent reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, without liability to You, for any interruption, modification, or discontinuation of the Services or any function or feature thereof.

3. KNOWLEDGE REQUIRED

By accessing and/or using the Services, You represent and warrant that (1) You fully understand and have significant experience of cryptocurrencies, digital assets, blockchain systems and services, and (2) You fully understand the risks associated with the trading of cryptocurrencies and digital assets as well as the mechanics related to the use of such cryptocurrencies and digital assets (including with respect to their storage and exchange).

By accessing and/or using the Services, You acknowledge that trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. There is no guarantee against losses for accessing and/or using the Services. By accessing and/or using the Services, You represent and warrant that You are not entering into transactions that are above Your financial abilities. Also, cryptocurrencies and digital assets are not suitable for people without the relevant knowledge and/or experience. By accessing and/or using the Services, You further represent and guarantee that You are aware of the risks related to cryptocurrencies and digital assets, for which You are solely responsible and liable.

4. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Services are the property of the Proponent or its licensors. Subject to Your compliance with these Terms, the Proponent grants You a limited right to access and/or use the Services. The right to access and/or use the Services is a non-exclusive, non-transferable, revocable, limited licence, and it is subject to the limitations and obligations contained herein. Nothing in these Terms gives You any licence (other than as set out in this section), right, title, or ownership of, in, or to any of the Services.

You acknowledge and agree that the Proponent retains all rights, title, and interest in and to all copyrights, trademarks, softwares, trade secrets, patents, and any other proprietary rights in the Services, and all content therein.

5. DATA PROTECTION

In order to provide You with the Services, You acknowledge and agree, as written above in the previous point 2.2 that the Proponent may collect, store and process Your personal data and/or information. By accessing and/or using the Services, You have read, understood, and accepted the project terms and the privacy policy terms (www.sale.bambootoken.io/privacy_policy/), and You acknowledge and agree that the Proponent may use such data and/or information in accordance with the terms of its privacy policy.

6. TERMINATION CLAUSE

The Proponent may terminate these Terms or suspend Your access to the Services at any time, including, without limitation, in the event of Your alleged or actual misuse of the Services or breach of these Terms.

7. LIMITATION OF LIABILITY

In no event will the Proponent and its current and/or future officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any loss or damages, including without limitation, direct, indirect, special, consequential, or punitive loss or damages, arising from or related to Your use of the Services, whether in an action of contract, tort or otherwise, and regardless of whether such damages were foreseeable and whether or not the Proponent was advised of the possibility of such damages.

Without limiting the generality of the foregoing, the Proponent takes no responsibility for and will not be liable for any financial or other loss or damages arising from or related to the use of the Services, including, without limitation, to any of the following: (1) loss of or inability to access or transact data, cryptocurrencies or digital assets; (2) technical failure, malfunction or shutdown; (3) server failure, hacks or unavailability; (4) data loss; (5) stolen, lost, or unauthorized use of Your means of authorization; (6) errors calculating network fees; (7) corrupted data on the servers; (8) incorrectly constructed transactions or mistyped wallet addresses; (9) failure to update or provide

correct information; (10) “phishing” or other websites masquerading as the project website; (11) delays, interruption or loss of services; (12) loss of business or goodwill.

The Services support are integrated with third party services. The Proponent takes no responsibility for any third-party services and will not be liable for any loss or damages caused by such third party services.

The Services are provided on an “as is” and “as available” basis without any representation or warranty of any kind, whether express or implied, to the maximum extent permitted by applicable laws. The Proponent disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement.

In no event will the aggregate liability of the Proponent, arising out of or related to these Terms and/or the Services, exceed the amount of € 100 (one hundred).

8. RESTRICTIONS

By accessing and/or using the Services, You acknowledge and agree that You shall not use the Services if applicable laws, based on Your country of location, residency and/or citizenship, prohibit You from doing so in accordance with these Terms.

By accessing and/or using the Services, You acknowledge and agree that You shall not use, or assist third parties, to use the Services any way which may constitute a contravention of applicable laws or which may contradict the purposes or hinder the operations of the Services or hinder the operations of other users of the Services.

Without limitation to the foregoing, You acknowledge and agree that You shall not use, or assist third parties to use the Services to, without limitation, avoid taxes, engage into activities that may amount to market abuse (including, without limitation, front-running, wash trades, etc.), engage into illegal gambling, frauds, money laundering or terrorist activities.

9. INDEMNIFICATION

To the fullest extent permitted under applicable laws, You agree to hold harmless and indemnify the Proponent and its current and/or future officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable

attorney fees) resulting from or arising out of (1) Your alleged or actual breach of these Terms, including, without limitation, Your express representations and warranties; (2) Your alleged or actual use or misuse of the Services; and (3) Your alleged or actual infringement or violation of any laws or of the rights of a third party.

10. TAXES

You shall be solely responsible for any taxes applying to the payments You make or receive through the Services, and to collect, report, and remit such taxes to the appropriate tax authorities of your Nation.

11. ANTI MONEY LAUNDERING AND COUNTER TERRORIST FINANCING

The Proponent is committed to applying the international laws against money laundering and providing You with safe, compliant, and reputable Services. This includes monitoring of suspicious transactions and mandatory reporting to the supervisory authorities. For reaching this goal, the Proponent shall keep information and documentation on file for a period of five years after the termination of the relevant business relationship or from the completion of the relevant transaction.

12. SANCTIONED COUNTRIES

Your access and/or use of the Services is subject to international economic sanctions requirements. By accessing and/or using the Services, You agree that You will comply with those requirements. In particular, You shall not access and/or use the Services if: (1) You are in, under the control of, or a national or resident of a country subject to United States embargo or UN sanctions (a “Sanctioned Country”), or if You are a person on the sanctions/embargos list published by the Swiss State Secretariat for Economic Affairs (a “Sanctioned Person”); or (2) You intend to supply any cryptocurrencies or digital assets to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

13. MISCELLANEOUS

13.1 ENTIRE AGREEMENT

These Terms constitute all the terms and conditions agreed upon between You and the Proponent and supersede and cancel any prior agreements in relation to the subject matter of these Terms.

13.2 SEVERABILITY AND WAIVER

Unless as otherwise stated in these Terms, should any provision of these Terms be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by applicable laws.

The failure of the Proponent to exercise or enforce any of the rights or provisions of these Terms shall not be considered as a waiver of the rights to do so.

13.3 ASSIGNMENT

The Proponent may assign these Terms and/or delegate any of its obligations hereunder, in whole or in part. You may not assign these Terms or any part of them, nor transfer or sub-license Your rights under these Terms to any third party.

13.4 NO PARTNERSHIP

Nothing contained in this Agreement shall be deemed or construed to create an agent, partnership or joint venture relationship between You and the Proponent.

13.5 FORCE MAJEURE

The Proponent will not be deemed in default of these Terms to the extent that performance of its obligations is delayed or prevented by reason of any external force including, without limitation, war, insurrections, bank failures, strikes, fires, floods, earthquakes, labor disputes, epidemics, governmental regulations, freight embargoes, natural disaster, act of government or any other cause beyond Proponent's reasonable control.

13.6 GOVERNING LAW AND JURISDICTION

These Terms are subject to and governed by the law of Italy. All disputes arising from or under these Terms shall be subject to the exclusive jurisdiction of the competent courts of Perugia.

13.8 TIME BAR

You acknowledge and agree that any claim or cause of action arising out of or in connection with the Services shall be commenced within fifth year after its accrual (occur); thereafter, any such claim or cause of action shall be permanently barred.

13.9 CONTACTS

If You have any questions regarding these Terms, please contact us at info@bambootoken.io