

TERMS OF USE

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Supa Foundation LLC (“SUPA”, “we”, “us”, or “our”) with regard to your:

1. Use of our \$SUPA tokens which will serve as a utility token that is used for governance and payment on the ecosystem to be developed and operated by SUPA, collectively referred to as “Services”. Our \$SUPA tokens will be available for sale by way of pre-sale through third party launchpads soon. Information on the Appointed third party launchpads is available on our website. Please read carefully the terms of sale of the respective launchpads before making any decision to purchase any \$SUPA token.
The \$SUPA tokens do not constitute and are not intended to be securities or any other type of financial or investment instrument in any jurisdiction. The \$SUPA tokens do not constitute and are not intended to be securities or any other type of financial or investment instrument in any jurisdiction.
2. Access to and use of the <https://supa.foundation/home> website and the \$SUPA APP as well as any other media form, media channel, PC application or mobile application related, linked, or otherwise connected thereto, collectively referred to as “App”.

THE SERVICES AND APP ARE AVAILABLE TO YOU ONLY IF YOU ACCEPT ALL OF THESE TERMS. BY PARTICIPATING IN THE PRE-SALE LAUNCH THROUGH OUR APPOINTED THIRD PARTY LAUNCHPADS (NOTWITHSTANDING THE FACT YOU MAY HAVE FULLFILLED ALL THE TERMS OF SALE IMPOSED BY OUR APPOINTED THIRD PARTY LAUNCHPADS) AND ACCESS OR USE THE SERVICES AND APP, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE. IF YOU DO NOT AGREE AND/OR ACCEPT ALL OF THESE TERMS OF USE, THEN YOU MUST NOT PURCHASE THE \$SUPA TOKENS DURING PRE-SALE THROUGH THE SERVICES AND APPOINTED THIRD-PARTY LAUNCH PADS AND ACCESS OR USE THE SERVICES AND APP. OTHERWISE, YOU MUST DISCONTINUE IMMEDIATELY.

The pre-sale of the \$SUPA tokens through our appointed third party launchpads and access or use the Services and App are not intended for distribution to any person or entity in any jurisdiction or country where such distribution or access or use would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, any persons who participates in the pre-sale or access or use the Services and App while breaking their local laws are doing it on their own initiative and will have to deal with the consequences when applicable. Further, we shall not be held responsible for any loss arising from you participating and/or buying the \$SUPA tokens from the pre-sale through our appointed third party launchpads.

The pre-sale of the \$SUPA tokens, access or use the Services and APP are intended for those individuals who are above the minimum age in their jurisdiction to have the legal capacity for the said purpose. People under the age with the legal capacity in their respective jurisdiction are not permitted to participate in the pre-sale, access or use or register for the Services and App.

Before you participate in the pre-sale, access or use the Services and App, please read these Terms of Use and any terms and conditions incorporated herein by reference (collectively, these “Terms”). You

must also read the pre-sales terms of the respective launch pads and conduct independent evaluation of the reliability and credibility of the appointed third-party launchpads for the pre-sale of the \$SUPA tokens where we will provide you the relevant links on our website. Please also review the SUPA's Privacy Policy.

If you do not understand, or if you have any doubt about any information contained in, these Terms, you should consult your legal, tax, financial, or other professional advisers. If you do not agree to these Terms, you must not accept these Terms or purchase any \$SUPA token during the pre-sale. Your acceptance of these Terms does not guarantee that you will be able to purchase any \$SUPA token during the pre-sale which shall be solely at the discretion of the appointed third-party launchpads.

I. Introduction

1. SUPA is developing an online ecosystem, consisting of a series of games and related services, collectively referred to as the "Services". The Service is designed to largely operate on the Fantom blockchain platforms that are primarily decentralised, global, and are made up of a peer-to-peer network of independently operated nodes that provides distributed ledger and virtual machine functionality that supports, among other things, smart contracts and cryptographic tokens.
2. Our \$SUPA tokens will be available for sale by way of pre-sale through third party launchpads. Information on the Services and appointed third party launchpads is available on our website. Please read carefully the terms of sale and to conduct an independent evaluation on the reliability and credibility of the appointed third-party launchpads before making any decision to purchase any \$SUPA token.
3. The \$SUPA tokens will serve as a utility token that is used for governance and payment accepted by the Service, as well as for any other transactions or services which could in Supa's discretion, be available on the Service in the future.
4. These Terms are not a prospectus or offer document and are not a solicitation for investment in SUPA or in any product, project, or property of Supa in any jurisdiction. These Terms do not constitute an offer of securities in any jurisdiction. Nothing in these Terms should be considered as a recommendation for any person to participate in the sale of \$SUPA tokens or Supa's proposed Service. The \$SUPA tokens do not constitute and are not intended to be securities or any other type of financial or investment instrument in any jurisdiction.
5. Whilst the expected utility and value of the Service and the \$SUPA tokens are important considerations for prospective purchasers of \$SUPA tokens, Supa does not guarantee that the Service or \$SUPA tokens will have a specific, or any, utility or value. By purchasing \$SUPA tokens, you are deemed to have accepted these Terms, you acknowledge that you have read and understood these Terms, including the attached Clause V (Risk Disclosures) which describes some of the risks that could adversely affect or eliminate the utility and value of the Service and/or the \$Supa tokens.

II. Use of Proceeds

SUPA intends to use the proceeds from sale of the \$SUPA tokens as described in the whitepaper <https://supa.foundation/whitepaper> . However, Supa may in its discretion use those proceeds for any purpose, whether or not consistent with the foregoing. Supa makes no undertaking, representation, or warranty in respect of its use of those proceeds.

III. Your Representations and Warranties

By purchasing \$SUPA tokens, you represent and warrant to \$SUPA tokens as follows:

1. You satisfy in full each of the Eligibility Conditions at all times from the time that you accept these Terms
2. You are purchasing the only for the purpose of using the \$SUPA tokens in the Service as described in Clause I.1 and supporting the development of the Service, being aware of the risks set out in the Clause V (Risk Disclosures). You are not purchasing \$SUPA tokens for investment, speculative, or other financial purposes, and you understand that the \$SUPA tokens are not, and do not represent, (i) shares, debentures, units in a collective investment scheme, options, futures, or derivatives in Supa or in any other existing or future legal entity, scheme, project, or property in any jurisdiction, or (ii) goods for the purposes of any sale of goods (or similar) legislation in any jurisdiction.
3. You have carefully read in full, and fully understand, these Terms and Clause V (Risk Disclosures).
4. You have accepted and confirmed, personally or based on the advice of a qualified legal adviser engaged by you, that your participation in your using, holding, trading, buying, selling, or transferring \$SUPA tokens are not prohibited, restricted, or regulated by any law or regulation applicable to you.
5. You have accepted and confirmed, personally or based on the advice of a qualified tax adviser engaged by you, and you fully understand, accept, and will discharge in full, the tax implications of your using, holding, trading, buying, selling, or transferring \$SUPA tokens.
6. Your purchase of \$SUPA tokens constitutes your acceptance of the risks related to the Service, described in these Terms, including Clause V (Risk Disclosures).
7. The cryptocurrency you submit as payment for the \$SUPA tokens are legitimately owned by you and have not been obtained in violation of any anti-money laundering, countering the financing of terrorism, or other applicable law or regulation.
8. You will not use the \$SUPA tokens which you receive, if any, in violation of any anti-money laundering, countering the financing of terrorism, or other applicable law or regulation.
9. If you trade, sell, or transfer \$SUPA tokens to one or more third parties, you will not make any statement, representation, or warranty, or provide any document or other information, to any third party in any form that is contrary to or inconsistent with these Terms.

These Terms constitute your legal, valid, and binding obligations, enforceable against you in accordance with their terms.

You confirm that your representations and warranties herein are and will remain correct at all times from the time of your acceptance of these Terms.

IV. Eligibility Conditions

- 1) The party that is legally bound by these Terms (and that is identified in these Terms as 'you') is either:

If you are an individual:

You are above the minimum age in your jurisdiction to have the legal capacity to participate in the pre-sale of the \$SUPA tokens through our appointed third party launchpads and access or use the Services and App.

You are not a citizen or permanent resident of any jurisdiction where participation in the sale of the tokens and access or use information on the Services and App into contracts is prohibited, restricted or unauthorized by applicable law, decree, regulation, treaty, or administrative act, or where it is likely that the sale of the \$SUPA tokens would be construed as the sale of a security (howsoever named), financial service or investment product.

OR

If you are an entity:

You are duly organised and validly existing under the Services and Applicable laws of the jurisdiction of your organisation;

You have authorised your Signatory to accept these Terms on your behalf; and

You are not a resident for tax purposes of, you do not have a domicile in, and you are not physically located in or otherwise subject to the jurisdiction where to participate in the pre-sale of the \$Supa tokens through our appointed third party launchpads and access or use the Services and App is prohibited, restricted or unauthorized by applicable law, decree, regulation, treaty, or administrative act, or where it is likely that the sale of the \$SUPA tokens would be construed as the sale of a security (howsoever named), financial service or investment product.

- 2) Your participation to in the pre-sale of the \$Supa tokens through our appointed third party launchpads and access or use the Services and App is not prohibited, restricted, or regulated by any law or regulation applicable to you. You are solely responsible (i) to determine if there are any such laws or regulations (including foreign exchange restrictions) applicable to you and to comply with them and (ii) to determine if there are any governmental or other consents or approvals which you need to obtain, and to obtain and maintain them.
- 3) You are purchasing the \$SUPA tokens as principal and for your own account, and not as nominee or agent for, or for the account of, any other person.
- 4) You are a sophisticated purchaser who understands the technology and risks of cryptographic tokens, particularly the risks associated with your private keys being lost, stolen, or compromised. You understand how cryptocurrency wallets and other token storage mechanisms work, the risks of using them, and the risks of using them incorrectly. You understand smart contract technology and blockchain technology and the limitations and risks of systems built using those technologies.

- 5) If you do not fully satisfy each of the Eligibility Conditions at all times from the time that you accept these Terms, then you may not, and you agree not to, participate in the pre-sale of the \$SUPA tokens through our appointed third party launchpads and access or use the Services and App. If you participate in the pre-sale of the \$SUPA tokens through our appointed third party launchpads and access or use the Services and App Token Sale or purchase \$SUPA tokens notwithstanding that you do not meet each of the Eligibility Conditions, you acknowledge that (a) your participation in the pre-sale of the \$SUPA token through our appointed third party launchpads and access or use the Services and App is a breach of these Terms (including Clause III (Your Representations and Warranties)), and (b) you proceed with your participation or purchase of the \$SUPA tokens at your own risk. Without prejudice to Clauses VII.1 and VIII.1 below, you acknowledge and agree that SUPA will not be liable to you or any other party arising from or in connection with your participation in the pre-sale of the tokens through our appointed third party launchpads and access of use the Services and App if you do not meet each of the Eligibility Conditions.
- 6) SUPA may require you to provide certain information to confirm your satisfaction of the Eligibility Conditions.

V. Risk Disclosures

SUPA TOKENS MAY HAVE NO VALUE. YOU MAY LOSE ALL AMOUNTS PAID. You have carefully reviewed, acknowledge, understand and assume the following risks, as well as all other risks associated with the Terms (including those not discussed herein), all of which could render the \$SUPA Tokens worthless or of little value:

- 1) Rights, Functionality and Features: Purchase of the right to future \$SUPA Tokens does not guarantee the launch of the NFT based PVP-style Play-To-Earn game
- 2) Blockchain: The Fantom blockchain may be prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Fantom network in an attempt to gain an advantage in purchasing cryptographic tokens. You acknowledge and understand that Fantom block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.
- 3) Ability to Transact or Resell: After the Vesting period, you may be unable to sell or otherwise transact in \$SUPA Tokens at any time, or for the price you paid. By using the \$SUPA SMART Contract or by purchasing the right to future \$SUPA Tokens, you acknowledge, understand and agree that:
 - a) \$SUPA Tokens may have no value;
 - b) There is no guarantee or representation of liquidity for the \$SUPA Tokens; and SUPA and its affiliates are not and shall not be responsible for or liable for the market value of \$SUPA Tokens, the transferability and/or liquidity of \$SUPA Tokens and/or the availability of any market for \$SUPA Tokens through third parties or otherwise.
- 4) Token Security: \$SUPA Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the \$SUPA Smart Contract or the \$SUPA Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore,

because the Fantom platform rests on open-source software and \$SUPA Tokens are based on open-source software, there is the risk that the smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the \$SUPA Tokens or result in the loss of your \$SUPA Tokens, the loss of your ability to access or control your \$SUPA Tokens or the loss of cryptocurrency in your account. In the event of such a software bug or weakness, there may be no remedy and holders of \$SUPA Tokens are not guaranteed any remedy, refund or compensation.

- 5) **Access to Private Keys:** \$SUPA Tokens purchased by you may be held by you in your digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing \$SUPA Tokens will result in loss of such \$SUPA Tokens, access to your \$SUPA Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your \$SUPA Tokens. Company is not responsible for any such losses.
- 6) **Reliance on Third-Parties:** SUPA takes no responsibility for your participation or purchase of the SUPA tokens through the pre-sale exercise by our appointed third party launchpads. SUPA does not have control over the allocation of the \$SUPA tokens, payments, refunds and vesting period that are managed by the appointed third-party launch pads. You therefore if you so decide to participate or purchase SUPA tokens through the pre-sale exercise by our appointed third party launchpads will be totally responsible for the risks and consequences. Even if the NFT based PVP-style Play-To-Earn game is launched, they will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the NFT based PVP-style Play-To-Earn game.
- 7) **Exchange & Counterparty Risks:** If you choose to maintain or hold \$SUPA Tokens through a cryptocurrency exchange or other third party, your \$SUPA Tokens may be stolen or lost. By purchasing the right to \$SUPA Tokens, you acknowledge and agree that you hold \$SUPA Tokens on a cryptocurrency exchange or with another third party at your own and sole risk.
- 8) **Project Completion:** The development of the NFT based PVP-style Play-To-Earn game may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 9) **Lack of Interest:** Even if the NFT based PVP-style Play-To-Earn game is completed and adopted and launched, the ongoing success of the NFT based PVP-style Play-To-Earn game relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the NFT based PVP-style Play-To-Earn game.
- 10) **Uncertain Regulatory Framework:** The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws,

regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact \$SUPA Tokens in various ways, including, for example, through a determination that \$SUPA Tokens are regulated financial instruments that require registration. The Company may cease the distribution of \$SUPA Tokens, the development of the NFT based PVP-style Play-To-Earn game or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

- 11) Risk of Government Action: As noted above, the industry in which the Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against the Company. Such governmental activities may or may not be the result of targeting the Company in particular. All of this may subject the Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the \$SUPA Tokens and/or the development of the NFT based PVP-style Play-To-Earn game.

VI. Tax

- 1) You bear sole responsibility for determining if your using, holding, trading, buying, selling, or transferring \$SUPA tokens. The potential appreciation or depreciation in the value of \$SUPA tokens over time (if any), the allocation and distribution of \$SUPA tokens, and/or any other action or transaction under or contemplated by these Terms have tax implications for you.
- 2) Supa does not give any advice on tax-related matters and makes no representation or warranty as to the tax implications, if any, and it is your responsibility to consult your tax advisers before purchasing \$SUPA tokens. You are solely responsible for determining any Tax payable by you and declaring, withholding, collecting, reporting, and remitting the correct amount of Tax to the Services and Appropriate tax authorities. You will be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to any Tax. SUPA is not responsible for determining any Tax nor for declaring, withholding, collecting, reporting, or remitting the correct amount of Tax to the Services and Appropriate tax authorities.
- 3) You agree not to hold any third party (including developers, auditors, contractors, or founders) liable for any tax liability associated with or arising from your using, holding, trading, buying, selling, or transferring \$SUPA tokens or any action or transaction under or contemplated by these Terms.
- 4) You will provide Supa with any information it may reasonably request to determine whether it is obligated to collect any goods and services tax or other tax from you.

VII. Intellectual Property

- 1) These Terms do not entitle you to any intellectual property rights, including rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade

names, Internet domain names, or copyright, in connection with the Services and Apps or the \$SUPA tokens.

- 2) Ownership of \$SUPA tokens carries no express or implied rights other than the right to use as a means to pay fees for transactions executed on the Service, if successfully completed and deployed. In particular, you agree and acknowledge that you have no right, as holder of any \$SUPA tokens, to claim any intellectual property rights or equivalent rights or any other form of participation in or relating to the Services and the Services and App.
- 3) SUPA retains all right, title, and interest in all of its intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable, or protectable in trademark, and any trademarks, copyrights, or patents based thereon. You may not use any of SUPA's intellectual property for any reason, except with its express prior written consent.

VIII. Indemnification

- 4) To the maximum extent permitted by all applicable laws and regulations, you will indemnify, defend, and hold harmless SUPA and its affiliates, and its and their respective past, present and future employees, officers, directors, contractors, consultants, members, suppliers, vendors, service providers, licensors, agents, representatives, predecessors, successors, and assigns from and against all claims, demands, actions, damages, losses, costs, and expenses (including legal fees) that arise from or relate to: (a) your participation in the pre-sale of the \$SUPA tokens conducted by our appointed third party launchpad and access or use the Services and App, (b) your using, holding, trading, buying, selling, or transferring \$SUPA tokens, (c) your responsibilities or obligations under these Terms, (d) your violation of these Terms (including a breach of Clause III (Your Representations and Warranties), or (e) your violation of any rights of any other person or entity in connection with the pre-sale \$SUPA token pre-sale or your using, holding, trading, buying, selling, or transferring \$SUPA tokens. This indemnity is in addition to, and not in lieu of, any other remedies available to SUPA under law, equity or a written agreement between you and SUPA.
- 5) If SUPA is obligated to respond to a subpoena or other compulsory legal or court order or process relating to subject matter that is within the scope of your indemnity under Clause VII.1, you agree to reimburse SUPA its legal fees, as well as its employees' and contractors' time and materials spent responding to the subpoena or other compulsory legal or court order or process at reasonable hourly rates.
- 6) SUPA will promptly notify you of any third-party claim subject to Clause VII.1, but SUPA's failure to promptly notify you will only affect your obligations under Clause VII.1 to the extent that its failure prejudices your ability to defend the claim. SUPA reserves the right, at your expense, to exercise sole control of the defence of the claim and to settle the claim at any time.

IX. Disclaimers and Release

To the maximum extent permitted by all applicable laws and regulations and except as otherwise provided in these Terms, SUPA JSC (and, with respect to the Services and App) hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

1. refusal, rejection, or cancellation of your participation of the pre-sale of the \$SUPA tokens through our appointed third party launchpads and access or use the Services and Apps.
2. cancellation of the pre-sale exercise by the appointed third party launchpads
3. delay in the distribution of \$SUPA tokens
4. Failure or malfunction of, or disruption to, the operation of the Service or the Apps;
5. Failure, or malfunction of, or disruption to, the operation of Fantom blockchain network, software systems, blockchain technology generally, or other decentralised technology or systems in respect of the Service or the Apps;
6. Any virus, error, bug, flaw, defect, or other matter adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability, tradability, or other material characteristics of the \$SUPA tokens and Services or Apps;
7. Decreases or volatility in traded prices or trading volume of \$SUPA tokens
8. Failure or unfitness of the \$SUPA tokens for any specific purpose
9. Any failure or delay in disclosing information relating to the pre-sale exercise through our appointed third-party launchpads
10. Loss, destruction, theft, or compromise of the private keys, passwords, or other credentials to the account or wallet or other token storage mechanism;
11. Any loss, cost, expense, or tax associated with any purchase, sale, transfer or holding of \$SUPA tokens and access or use the Services and Apps
12. Any prohibition, restriction, or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability, tradability, or other material characteristics of the \$SUPA tokens and access or use of the Services and Apps
13. Failure or delay to achieve the outcomes described in the Roadmaps or any other document published in the Apps;
14. Any forward-looking statements of any nature made in connection with the pre-sale of the \$SUPA tokens by our appointed third-party launchpads , the \$SUPA tokens, the Service, the Apps or otherwise;
15. Any risks associated with the pre-sale of the \$SUPA tokens by our appointed third party launchpads, the Services, the Apps, the Payment Address, SUPA, the \$SUPA tokens, your using, holding, trading, buying, selling, or transferring \$SUPA tokens, or your access or use of the Service and Apps, including the risks set out in the Schedule 1 (Risk Disclosures); and
16. Any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond SUPA's control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, changes in blockchain technology (broadly construed), and changes in the Ethereum protocols.

To the maximum extent permitted by all applicable laws and regulations and except as otherwise specified in writing by SUPA, (a) \$SUPA tokens are sold on an "as is" and "as available" basis without warranties of any kind, and SUPA expressly disclaims all representations, warranties, and conditions (express or implied, whether by statute, common law, custom, usage, or otherwise) regarding itself, the Services, the Apps, the \$SUPA tokens, your access or use of the Service and

Apps the Service, the pre-sale of the \$SUPA tokens by our appointed third-party launchpads, these Terms, and the transactions contemplated by these Terms, (b) SUPA does not represent or warrant that the pre-sale of the \$SUPA tokens by our appointed third-party launchpads, \$SUPA tokens, the Services, the Apps, the Payment Address, or the access or use of the Services and Apps are or will be reliable, current, or error-free, fit for a particular purpose, meet your requirements, or that any defects will be corrected, and (c) SUPA cannot and does not represent or warrant that the pre-sale of the \$SUPA tokens by our appointed third-party launchpads, \$SUPA tokens, the Services, the Apps, the Payment Address, or the access or use of the Services and Apps or the delivery mechanism for \$SUPA tokens are free of viruses or other harmful components or that they do not contain any weaknesses, vulnerabilities, or bugs which could cause, among other things, the complete loss of any cryptocurrency or \$SUPA tokens.

To the maximum extent permitted by all applicable laws and regulations, you, for and on behalf of all natural and legal persons who may claim through or under you, on your behalf, or otherwise in respect of you, release and forever discharge SUPA and its affiliates, and its and their respective directors, officers, employees, agents, representatives, suppliers, attorneys, and advisers, and all of its and their respective predecessors, successors, and assigns, from all claims and causes of action of any kind whatsoever, whether under common law, statutory, contractual, tortious, equitable, or otherwise, and all losses, damages, taxes, liabilities, costs, and expenses, which you have, ever had, may have, or hereafter might have, whether known or unknown, now existing or which might arise or accrue hereafter, relating to or arising from the matters listed in Clause VII.1.

X. Limitations of Liability

To the maximum extent permitted by all applicable laws and regulations and except as otherwise provided in these Terms:

SUPA LLC shall not be liable for any direct or indirect loss of revenue, income, profit, business, business opportunity, anticipated saving, reputation, or goodwill; any direct or indirect loss or corruption of data or information; or any indirect, special, incidental, reliance, consequential, punitive, or other losses or damages of any kind, in tort, contract, strict liability, or otherwise (including loss of use or tokens) arising out of or in connection with these Terms or your participation in the pre-sale of the \$SUPA tokens by our appointed third-party launchpads or your using, holding, trading, buying, selling, or transferring \$SUPA Tokens or access or use of the Services and Apps and even if SUPA has been advised of the possibility of such losses or damages;

The aggregate liability of SUPA, in tort, contract, strict liability, or otherwise, arising out of or in connection with your using, holding, trading, buying, selling, or transferring \$SUPA tokens shall be limited to the amount of your Acknowledged payment or the cryptocurrency equivalent of Three Thousand USDT 3,000, whichever is lower but shall not include losses due to fluctuation in the prices in the ordinary course of trading and/or purchases made using the \$SUPA token; and

You agree to waive all rights to assert any claims under applicable laws and regulations and you agree that you may make claims based only on these Terms.

The limitations of liability in this Clause IX protect SUPA's affiliates, and the directors, officers, employees, agents, advisers, and representatives of SUPA and its affiliates, and all of their respective predecessors, successors, and assigns, to the same extent that SUPA is protected.

You acknowledge that SUPA has entered into these Terms in reliance upon the disclaimers and limitations of liability in these Terms, and that the same form an essential basis of the bargain between you and SUPA.

XI. Governing Law and Dispute Resolution

These Terms are governed by and will be construed in accordance with the laws of the Saint Vincent and the Grenadines, without regard to its conflict of law rules and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Any dispute, claim, suit, action, cause of action, demand, or proceeding arising out of or related to these Terms (including in respect of their validity, existence, or termination), any action or transaction under or contemplated by these Terms, or your participation in the pre-sale of the \$SUPA tokens, access or use of the Services or Apps, using, holding, trading, buying, selling, or transferring \$SUPA tokens (collectively, "Disputes") that is not settled by you and SUPA within 30 days from the date that either party notifies the other party in writing of the Dispute, shall be referred to and finally settled by arbitration under the rules of the Saint Vincent and the Grenadines then in force. The arbitration shall be conducted in English.

XII. General

In these Terms, words of any gender include the corresponding words of each other gender. The terms "include", "includes", and "including" will be interpreted to be followed by "without limitation". The term "discretion" means "sole and absolute discretion" unless otherwise qualified. Any headings in these Terms are for convenience only and shall not affect the construction or interpretation of these Terms.

Nothing in these Terms is intended to or will constitute you or SUPA as an agent, fiduciary, legal representative, partner, joint venturer, franchisee, employee, or servant of the other for any purpose.

You may not assign any of your rights or obligations under these Terms to any other person without the prior written consent of SUPA, which SUPA may grant or withhold in its discretion. SUPA may assign any of its rights or obligations under these Terms without requiring your prior written consent.

All notices required or permitted under these Terms and all approvals, consents, and waivers must be in writing in the English language and must be delivered by a method providing for proof of delivery. Any such communication will be deemed to have been given on the date of receipt. SUPA will accept notices from you by email at (Princeton's email).

SUPA's failure to enforce these Terms or to assert any right, claim, or cause of action against you under these Terms shall not be construed as a waiver of SUPA's right to assert any right, claim, or cause of action against you.

SUPA's waiver of a breach by you of any of these Terms will not be construed as a waiver of any succeeding breach of that Term or as a waiver of that Term itself. SUPA's performance after any breach by you will not be construed as a waiver of that breach. No course of dealing, course of performance, or failure by SUPA to strictly enforce any of these Terms will be construed as a waiver of any Term.

No approval, consent, or waiver in respect of these Terms will be enforceable unless stated in writing signed by reference) or on behalf of the granting party.

Supplemental terms and conditions or documents that may be posted on the Services and App from time to time are hereby expressly incorporated herein by reference. SUPA reserves the right in its discretion to supplement or amend any part of these Terms at any time. Please monitor the <https://supa.foundation/home> website for any changes to these Terms. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Services and App after the date such revised Terms of Use are posted.

These Terms represent the entire agreement between you and SUPA and supersede any earlier oral or written agreements, proposals, representations, statements, and understandings (including the Off-Chain Documents (other than these Terms)) between you and SUPA with respect to their subject matter. No terms or representations not expressly included in these Terms will be deemed to apply.

Any Dispute is personal to you and SUPA and will not be brought as a representative action, class action, or any other type of representative proceeding in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. You agree not to join with any other individual or entity or group of individuals or entities for the purpose of seeking to resolve the respective Disputes on a consolidated or representative basis.

Each of the terms in these Terms is severable. If a court or other tribunal having jurisdiction determines that any term is illegal, invalid, or unenforceable under applicable law, that determination will not affect the other terms.

Any translation of these Terms is for reference purposes only. If there is any inconsistency between the English language version of these Terms and any translated version, the English language version shall prevail.

You agree to do anything (such as obtaining consents, signing and producing documents, producing receipts, and getting documents completed and signed) which SUPA may ask and considers necessary to: (a) bind you and any other person intended to be bound in connection with these Terms, (b) demonstrate whether you are complying with applicable laws and regulations and these Terms, (c) enable SUPA to obtain any necessary consent of any other person to these Terms, and (d) comply with SUPA's legal, regulatory, and governance requirements.