

## TERMS OF USE

These Terms of Use (“ToU”) form a binding legal agreement between the operating company of Ton Space (“TON Space”, “we”, “us” or “our”) and you (“you” or “User”).

These ToU govern your use of certain utilities access to which is provided by TON Space via a separate section (“Application”) within Telegram integrated utility which are described below and such other functionality that may be accessed via Application from time to time (“Utilities”). By accessing the Utilities, you agree that you have read, understand, and accept all of the terms and conditions contained in these ToU.

### 1. Accessible Utilities.

We provide access to Utilities which include:

- 1.1 Non-custodial wallet for The Open Network blockchain (“Non-Custodial Wallet”).
- 1.2 Generation of a public wallet address and private keys and allow you to choose to disable or enable storage of your encrypted private keys linking the recovery to your email and your Telegram ID. If you choose not to store your encrypted private keys, private keys will be only stored by you. It is important to note that you keep your private keys secure. We recommend you write down your backup phrase and store it in an offline place only available to you. If you lose your private keys and have not enabled recovery storage, it will not be possible to recover your private keys and you may lose access to your cryptocurrencies.
- 1.3 Facilitation the submission of Toncoin transfer instructions to The Open Network blockchain. The only authentic record of cryptocurrency transactions is The Open Network blockchain. The Non-Custodial Wallet provides functionality that allows you to send cryptocurrency transfer instructions. In order to be completed, all proposed cryptocurrency transactions must be confirmed and recorded in The Open Network blockchain. This blockchain is a decentralized, peer-to-peer network supported by independent third parties, which we do not own, control, or operate. We do not guarantee that your transactions will be completed, because your transaction shall be added, confirmed and stored in The Open Network blockchain.
- 1.4 Interface that allows access to the liquid staking technology (“Liquid staking”) with the following functionality:
  - (a) The Interface offers interaction methods with third-party provided smart contract protocols, namely: <https://tonstakers.com/> that allow to stake Toncoin and simultaneously receive a liquid staking token (“LST”) programmatically minted by the third party provided protocol in the amount that corresponds in value to the amount of staked Toncoin. The LSTs provide ownership title to the staked Toncoin and any network rewards accrued to those Toncoin.

(b) The LSTs can be transferred, stored, traded, and utilized in the same manner as Toncoin.

TON Space does not hold nor take custody of any of your tokens but solely provides an interface that allows you to interact with the third-party's platform. TON Space is not capable of performing transactions or sending transaction messages on your behalf. TON Space does not hold and cannot purchase, sell or trade any tokens. All transactions relating to the Liquid staking are executed and recorded solely through your interactions with the respective third-party protocol. The interactions are not under the control of or affiliated with the TON Space. By signing up to use Liquid staking, you agree that you have read, understand, and accept all of the terms and conditions contained in the terms of use and other applicable documentation provided on the <https://tonstakers.com> website.

1.5 Interface that allows access to the swap technology ("Swap") with the following functionality:

The Swap section within Application allows you to access third party utilities, namely: <https://ston.fi/> to place an order executed by this third party to swap Toncoin to the cryptocurrency available on the platform of this third party.

TON Space does not hold nor take custody of any of your tokens but solely provides an interface that allows you to interact with the third-party's platform. TON Space is not capable of performing transactions or sending transaction messages on your behalf. TON Space does not hold and cannot purchase, sell or trade any tokens. All transactions relating to the Swap are executed and recorded solely through the user's interactions with the respective third-party protocol. The interactions are not under the control of or affiliated with the TON Space. By using Swap, you agree that you have read, understand, and accept all of the terms and conditions contained in the terms of use and other applicable documentation provided on the <https://ston.fi/> website.

1.6 Interface that displays your fungible tokens in The Open Network blockchain ("Jettons") with the following functionality:

(a) Display your Jettons. TON Space does not hold or take custody of your Jettons which are stored directly in The Open Network blockchain.

(b) Allow for transfer of the Jettons to the other users of Application via The Open Network blockchain integrated protocol/smart contract subject to acceptance of such transfer by the recipient.

1.7 Interface with the following functionality:

(a) Display your non-fungible tokens in The Open Network blockchain ("NFT"). TON Space does not hold or take custody of your NFTs which are stored directly in The Open Network blockchain.

(b) Provide access to third party utility, namely: <https://getgems.io> which allows for transfer, purchase and sale of the NFTs to the other users of

Application via The Open Network blockchain integrated protocol/smart contract subject to acceptance of such transfer by the recipient.

TON Space does not hold nor take custody of any of your NFTs but solely provides an interface that allows you to interact with the third-party's platform protocols. TON Space is not capable of performing transfer, purchase and sale of the NFTs on your behalf. The interactions are not under the control of or affiliated with the TON Space. By transferring, purchasing and selling of the NFTs, you agree that you have read, understand, and accept all of the terms and conditions contained in the terms of use and other applicable documentation provided on the <https://getgems.io> website.

## 2. Third-Party Content.

2.1 In certain Utilities, including Swaps, Jettons, Liquid staking, NFT you may view, have access to, and may use the informational content, products, or utilities of one or more third parties ("Third Party Content" and "Third Party utilities"). In each such case, you agree that you view, access or use such content and utilities at your own election. Your reliance on any Third Party Content and use of respective utilities in connection with the Utilities is governed on one hand by these ToU but, on the other, will also generally be subject to separate terms and conditions set forth by the applicable third party content and/or service provider. Those terms and conditions may involve separate fees and charges or may include disclaimers or risk warnings about reliance on or the accuracy of any information. Such terms may also apply a privacy policy. It is your responsibility to understand the terms and conditions of Third Party utilities, including how those service providers use any of your information under their privacy policies.

2.2 Third Party Content and Third Party utilities are provided for your convenience only. We do not verify, curate, or control Third Party Content. We do not control Third Party utilities. As a result, we do not guarantee, endorse, or recommend such content or utilities to any or all users of the Utilities, or the use of such content or utilities for any particular purpose. You access, rely upon or use any Third Party Content or Third Party service at your own risk. TON Space disclaims all responsibility and liability for any losses and damages on account of your reliance upon or use of such content or utilities. We have no responsibility for Third Party Content that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable to you or under the law in your jurisdiction. The choice to rely on Third Party Content or to use a Third Party service is your own, and you are solely responsible for ensuring that your reliance or use is in compliance with all applicable laws. Dealing or correspondence with any third party that provides such content or utilities is solely between you and that third party. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third Party service at any time without notice.

## 3. Access to Utilities

3.1 We own all rights, titles, and interests to the Application. Subject to your compliance with the ToU, we grant you a non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to access the Utilities via Application on devices you own or control solely for your personal or internal purposes. By accessing the Utilities, you agree not to: (a) sub-license, sell, rent, lease, transfer, assign, reproduce, distribute, or otherwise commercially exploit the Application; (b) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Application; (d) access the Application in order to build a similar or competitive software; (d) copy, reproduce, distribute, republish, download, display, post or transmit the Application except as expressly permitted herein; and (e) remove or destroy any copyright notices or other proprietary markings contained in the Application.

3.2 By using the Utilities, you hereby represent and warrant that you:

- (a) are of legal age in the jurisdiction in which you reside to use the Utilities, and you have legal capacity to consent and agree to be bound by these Terms;
- (b) have all technical knowledge necessary or advisable to understand and evaluate the risks of using the Utilities;
- (c) comply with all applicable laws, rules and regulations in your relevant jurisdiction and your use of the Utilities is not prohibited by and does not otherwise violate or facilitate the violation of any applicable laws or regulations, sanction regimes or contribute to or facilitate any illegal activity;
- (d) are not a person currently or ordinarily located or resident in (or incorporated or organised) in one of the Restricted Jurisdictions;
- (e) are not using Tor (The Onion Router), VPNs (virtual private networks) to misrepresent your IP address and/ or location.

“Restricted Jurisdiction” means Syria, North Korea, Cuba, and the United States of America.

3.3 All graphics, logos, service marks and trade names used on or in connection with the Application are trademarks that belong to our affiliates and may not be used without permission in connection with any third-party products or utilities.

#### 4. Privacy

4.1 By signing up to use the Application you agree that we may from time to time collect the IP information of the device used to access the Application for a better user experience and statistics purposes, but this information and logs are kept as non-personally identifiable information and does not allow us to link it to or retrieve it for a particular user.

4.2 We use cookies. The data automatically collected from cookies may include information and details of your visits to our Application, including page views, length of visit and navigation paths, and how you interact with the Utilities. We collect this data in order to help us improve our Application. The information we collect automatically may also include statistical and performance information arising from your use of our Application. This type of data will only be used by us in an aggregated and anonymized manner. We may share data indicated in point 4.2 with our affiliates.

#### 5. Discontinuation of Utilities

We may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our Utilities.

#### 6. Indemnification

You agree to indemnify and hold us harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use the Application; (b) your violation of the ToU; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. This provision does not require you to indemnify us for any fraud, gross negligence, or willful misconduct in connection with providing Utilities.

#### 7. Disclaimer

7.1 The Application is provided "as is" except to the extent prohibited by law. We make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Application, and disclaim all warranties, including any implied or express warranties (i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, (ii) arising out of any course of dealing or usage of trade, (iii) that the Application will be uninterrupted, error free or free of harmful components, and (iv) that any content will be secure or not otherwise lost or altered.

7.2 Our utilities rely on new technologies, such as The Open Network blockchain. Some utilities are subject to increased risk through your potential misuse of things such as public/private key cryptography. By using the Application, you explicitly acknowledge and accept these heightened risks.

#### 8. Limitation of Liability

To the fullest extent permitted by applicable law, in no event will we or any of our officers, directors, representatives, agents, servants, counsel, employees, consultants, lawyers, and other personnel authorized to act, acting, or purporting to act on our behalf be liable to you under contract, tort, strict liability, negligence, or any other legal or equitable theory, for: (a) any lost profits, data loss, cost of procurement of substitute goods or utilities, or direct, indirect, incidental, special, punitive, compensatory, or consequential damages of any kind whatsoever

resulting from: (i) your use of, or conduct in connection with, the Application; (ii) any unauthorized use of your wallet address and/or private key due to your failure to maintain the confidentiality of your wallet; (iii) any interruption or cessation of transmission to or from the Application; or (iv) any bugs, viruses, trojan horses, or the like that are found in the application or that may be transmitted to or through our utilities by any third party (regardless of the source of origination), or (b) any direct damages. These limitations apply regardless of legal theory, whether based on tort, strict liability, breach of contract, breach of warranty, or any other legal theory, and whether or not we were advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. Under no circumstances shall we be required to deliver to you any cryptocurrency as damages, make specific performance or any other remedy.

For clarity, we shall have no responsibility or liability whatsoever in the event you are unable to access your TON Space or Non-Custodial Wallet for any reason including without limitation your failure to keep your wallet address and private keys information secure.

## 9. Governing law

These ToU and any action related thereto will be governed and interpreted by and under the laws of the Republic of Seychelles. The parties agree to submit to the courts of the Republic of Seychelles for exclusive jurisdiction of any dispute arising out of or related to these ToU or your use of the Application. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

## 10. Miscellaneous

10.1 Assignment. You will not assign or otherwise transfer these ToU or any of your rights and obligations under these ToU, without our prior written consent. Any assignment or transfer in violation of this section will be void. We may assign these ToU without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for us as a party to these ToU and we are fully released from all of our obligations and duties to perform under these ToU. Subject to the foregoing, these ToU will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

10.2 Force Majeure. Neither party nor their respective affiliates will be liable for any delay or failure to perform any obligation under these ToU where the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, utilities or other telecommunications failures, cyber attacks, earthquake, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

- 10.3 Severability. In the event that any provision of these ToU is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of these ToU is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of these ToU will, where possible, be interpreted so as to sustain its legality and enforceability.
- 10.4 Independent Contractors. Nothing in these ToU is intended to, nor shall create any partnership, joint venture, agency, consultancy or trusteeship. We and you are independent contractors for purposes of these ToU.
- 10.5 Notice. We may provide any notice to you under these ToU by posting a notice in the Application. To give us notice under these ToU, you must contact us: support@ton.space.
- 10.6 Entire Agreement. These ToU set forth the entire understanding and agreement as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind and every nature between us.
- 10.7 Changes. We may from time to time, at our discretion, make changes and improvements to this Agreement. By continuing to use the Application after these changes have been made, you express and acknowledge your consent to the changes.