

Terms of Use of the Network Interface of Charism LLC

Last updated on September 1, 2022

Please read these Terms of Use (hereinafter – the "Terms") carefully before using choise.com, a website operated by Charism LLC.

1. Definitions.

For the purposes of these Terms of Use:

- **“Company”** (“Charism”, “we”, “us”, or “our”) refers to Charism LLC.
- **“Country”** refers to any country other than the United States of America or any Restricted Areas.
- **“Privacy Policy”** means the document that explains how the Website collects, uses, discloses and manages your personal data. By using the Service, you acknowledge that you have understood and accepted our Privacy Policy.
- **“Restricted Locations”** means digital wallets located, created or resident in Myanmar (Burma), Cote d'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of the Congo, Iran, Iraq, Libya, Mali, Nicaragua, the Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Yemen, Zimbabwe or any other state, country or region included in the Sanctions Lists.
- **“Restricted Person”** means a person who is not authorized to use the Service. Charism does not interact with electronic wallets that have previously been classified or otherwise identified by international organizations or any state bodies in any jurisdiction as owned by or affiliated with persons specifically designated or otherwise included in the Sanctions Lists. Also include any person or entity who resides, is a citizen, is registered, or has a registered office in the Prohibited Areas.
- **“Sanction Lists”** means any sanctions designations listed on economic/trade embargo lists and/or specially designated/blocked lists issued by international organizations, as well as any state and government bodies in any jurisdiction, including, but not limited to, United Nations lists, the European Union and its Member States, the United States and United Kingdom sanctions lists.
- **“Service”** refers to the Website.
- **“Terms of Use”** (also referred to as **“Terms”**) means these Terms of Use, which constitute the entire agreement between you and the Company regarding your use of choise.com.
- **“Website”** refers to the website choise.com.
- **“You”** (hereinafter “your”, “user(s)”) means the individual accessing or using the Service in any way, or the company or other legal entity on behalf of which such individual is accessing or uses the Service, if applicable.

2. Eligibility.

- 2.1. The service is provided only to persons aged 18 (eighteen) years and older.
- 2.2. You agree not to violate any laws in your jurisdiction by using the Service. ns. You are not permitted to access or use our Interface in any jurisdiction or country if doing so would be contrary to the law or regulation of that jurisdiction or if doing so would impose the laws or any registration requirements on us in such jurisdiction.
- 2.3. Residents, citizens, legal entities with a legal address, incl. persons located in the United States of America or any Restricted Locations are not permitted to use the Service, including using a virtual private network (such as a VPN) or other means to access or use the Service.
- 2.4. Namely, Restricted Persons are not allowed to use the Service, incl. using a virtual private network (such as a VPN) or other means to access or use the Service.
- 2.5. You are not permitted to use the Service if you are prohibited from using the Interface under applicable law.
- 2.6. By using or accessing the Website, you represent to us that you are not a Sanctioned or Restricted Person.
- 2.7. You agree not to access the Interface using any technology to circumvent these Terms.
- 2.8. We reserve the right to restrict the availability of our Interface to any person, geographic area or jurisdiction at any time and in our sole discretion.

3. Compliance obligations.

- 3.1. You acknowledge that you assume all responsibility and use of the Service.
- 3.2. You disclaim, claim, cause of action or loss arising out of or in any way related to your access to and use of the Interface.
- 3.3. You acknowledge that you are solely and entirely responsible for complying with all laws and regulations in your country.
- 3.4. Charism is under no obligation to inform you of any potential liability or violation of law or regulation that may arise in connection with your use of the Service.
- 3.5. Charism accepts no liability for any failure by you to comply with any applicable laws or regulations.

4. Access to the Website.

- 4.1. We reserve the right to disable access to the Interface at any time for any violation of the Terms, including but not limited to if we, in our sole discretion.
- 4.2. We also reserve the right to restrict or restrict access to the Website to any person or entity or within any geographic area or legal jurisdiction at any time and in our sole discretion.
- 4.3. If you incur any loss or damage as a result of or in connection with the fact that the Website is unavailable to you at any time or for any reason, we will not be liable for them.
- 4.4. For the reasons specified in clauses 4.1., 4.2. you will become a Banned person.

5. Services

We provide the following services in accordance with our Terms of Use:

Granting limited use of the intellectual property of Charism LLC when using the Website
Informing Users about the activities of the Website
Provision of services for opening a User Account
Provision of services for the exchange of one crypto asset for another through a swap
Providing services for bridges between different blockchains
Providing services for Earn products (crypto savings, including dual-currency deposits).

6. Use of the Service.

- 6.1. By accessing the Website and using the Service, you agree to the following:
 - The pricing information on the Website does not constitute an offer, a request for an offer, or any advice or recommendation to transact with the Service;
 - Charism is not an agent for any user;
 - The Service does not control and is not responsible for any software that forms blockchain Networks;
 - You are responsible for your use of this Service and are required to pay taxes associated with your use of the Service;

- Dealing with virtual currency and underlying technology, as well as cryptography and blockchain, may involve risks, loss or damage to users for which Charism is not responsible;
- Charism does not control any blockchain or virtual currencies. It does not guarantee that all your actions will be confirmed in the respective block chain, nor can it reverse or change any of your actions;
- The Terms do not impose any fiduciary obligations on us. You agree that we have no fiduciary duty to you or any other party. These responsibilities are hereby waived and eliminated. You further agree that our only obligations to you are those set forth in these Terms;
- All information related to your access to the site and use of the Service is for informational purposes only;
- You are solely responsible for your actions related to the use of the Service. The Service or related tools may contain technical inaccuracies or typographical errors. They may not always be accurate or up to date.

6.2. You may not engage in any activity on the site that is illegal, offensive, threatening, libelous, obscene or otherwise objectionable. Such actions are prohibited if they:

- Violate the Terms;
- Violate copyrights, trademarks, service marks, patents or other proprietary or intellectual rights as authorized by law;
- Compromise or compromise the integrity, security, or function of any computer or other information technology system, including viruses;
- Attempt to obtain private key, password, account or other security information from any other user, including digital wallet information;
- Attempt to obtain source code, ideas, or information about the Service;
- Attempt to deceive us or any other person or entity, including by providing any false or inaccurate information in order to illegally obtain someone else's property;
- Violate any applicable laws, rules or regulations regarding the fairness of trading markets, including various types of manipulation known as spoofing and fictitious trading;
- Mask or attempt to tamper with the computer's IP address, or otherwise prevent us from correctly identifying the computer's IP address that is used to access the Service;
- Transfer, exchange or otherwise support the direct or indirect proceeds of criminal or fraudulent activities;
- Promote or facilitate any of the above activities.

7. Disclaimer.

- 7.1. We do not have access to the private key, so we cannot interoperate with your virtual currency. We are not responsible for any actions you take while using your wallet or the Service.
- 7.2. Charism cannot warrant that any information related to the Service is reliable, current or complete.
- 7.3. You agree to use the Service at your own risk. We do not warrant that the Service, the code, and any related information is accurate, complete or error-free. We make constitute a guarantee with respect to the Service.
- 7.4. We take no responsibility for any advertisements, offers or statements made by third parties.
- 7.5. You understand that the Service facilitates access to the Protocol. You also agree that we are not responsible for any of these risks associated with the Protocol. We cannot be held liable for any losses incurred by you while accessing the Website or while using the Service.
- 7.6. You agree to take full responsibility for all risks associated with accessing the Website or using the Service to interact with the Protocol.
- 7.7. The Website may contain references to or links to third party resources, including information, materials, products or services that we do not own or control. Also, third parties may offer promotions related to your access to and use of the Service. We take no responsibility for any such resources or promotions.
- 7.8. You acknowledge that Charism is not responsible for the transfer, protection or maintenance of your private keys or any virtual currency associated with them.

8. Intellectual property.

8.1. Intellectual Property of Charism.

- Trademarks, logos, service marks and service names of Charism are the intellectual property of Charism. Our Service, including software, text, images, copyrights, patents and designs, is also our intellectual property.
- You must not use our intellectual property without our prior written consent. Use of the Service for any purpose not expressly permitted by the Terms is strictly prohibited.
- If you meet all the requirements set forth in the Terms, then you are granted a license to access the Website and use the Service. This license is non-exclusive, non-transferable and may be freely revoked by us at any time without notice at our sole discretion.

8.2. Intellectual property of others.

- Charism respects the intellectual property of others and we expect our members to do the same. We may remove or disable access to material that infringes the intellectual property rights of

others. We may also restrict or terminate access to our Service by those we believe to be repeat infringers.

- You will retain all intellectual property rights and other rights in any information and materials you submit through the Interface. However, by uploading such information or materials, you grant us a license to use, publish and send such data in any way in accordance with applicable laws and regulations.
- By submitting any feedback, you agree that we may use such feedback in our sole discretion and display such feedback to third parties. Where necessary and in accordance with applicable law, you grant us a license with all the rights we need to include and use your feedback for any purpose.

9. Indemnification.

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless all Charism Parties from and against any Claims brought by any third party in connection with or as a result of (a) your violations of this Agreement, (b) your misuse or abuse our Service, (c) your Content, (d) your violation of any law, regulation or third party rights. You agree to promptly notify us of any Third Party Claim, cooperate with all Charism Parties in the defense of such Claims, and pay all fees and expenses associated with the defense of such Claims. You shall not pursue any Claim without our prior written consent.

10. Limitation of Liability.

To the fullest extent permitted by applicable law, you agree that under no circumstances shall the Charism Parties be liable for any direct, indirect or incidental damages, including but not limited to loss of profits, reputation, use and other non-pecuniary losses that arise in connection with (a) our Service, this Agreement, or the inability to use our Service, (b) a statement, conduct or transaction with any member or third party on the Service, (c) your use of our Service, or (d) any other matter relating with the platform. Our liability to you or any third party under any circumstances is limited to the amount of \$100 or the amount you paid us in exchange for accessing and using the Service, whichever is greater. The above limitations do not exclude liability for our gross negligence, fraud, or willful or reckless misconduct. Some laws do not allow the limitation or exclusion of liability, so these limitations may not apply to you. If you are a citizen of an EU country, you have remedies if we cause you losses due to a breach, failure to comply with our legal obligations or our negligence, and these conditions do not affect statutory remedies.

11. Dispute resolution.

11.1. Before making any claim, you and Meetup agree to resolve any dispute by discussion. We use the term "claim" in this Section to refer to any dispute, claim or controversy arising out of your use of our Service or this Agreement. You or Charism may initiate this process by submitting a written notice describing the dispute and your proposed resolution. If we are unable to resolve the issue within 30 business days of receiving the initial notice, you or Charism may file a grievance under this section.

11.2. Any claim subject to arbitration must be filed within one year after the date on which the

party making the claim first became aware of the omission or default giving rise to the claim, or within the shortest period of time permitted by applicable law.

- 11.3. You and Charism agree to arbitrate disputes that are not informally resolved through binding arbitration instead of having the dispute be resolved by a judge or jury in court.
- 11.4. The only exceptions are disputes in which either party seeks to bring an individual action in small claims court or seeks an injunction or other equitable remedy for alleged infringement of copyrights, trademarks, trade names, logos, trade secrets, or patents.
- 11.5. You agree to resolve disputes with Meetup on an individual basis. You must not file a claim as a plaintiff or a member of a group in a class, consolidated, or representative action. You also waive any participation in class actions, arbitrations, private attorney claims, and association with other arbitration tribunals.
- 11.6. These Terms shall be governed by and will be construed in accordance with the laws of Saint Vincent and the Grenadines without regard to conflict of law principles. They govern the Terms and any Disputes between you and us.
- 11.7. Any dispute arising out of or relating to the subject matter of these Terms shall be finally resolved by arbitration in London, United Kingdom in English in accordance with the LCIA Arbitration Rules.
- 11.8. Any award on a matter rendered by the arbitrator may be entered in any court of competent jurisdiction, to the extent that the court therein is deemed to be a court of competent jurisdiction, other than any court located in the United States of America.
- 11.9. You agree that the Service is deemed to be based solely in Saint Vincent and the Grenadines. While the Service may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside of Saint Vincent and the Grenadines.

12. General conditions.

- 12.1. *Changes.* Charism may update or change these Terms at its sole discretion from time to time by posting changes on choise.com. If any change is unacceptable to you, your only recourse is to stop using the Service.
- 12.2. *Full consent.* These Terms (and any additional terms), including the Privacy Policy, constitute the entire agreement with respect to the Interface and supersede any prior agreements.
- 12.3. *Privacy Policy.* The Privacy Policy describes how we collect, use, store and disclose your personal information. You consent to the collection, use, storage and disclosure of your data in accordance with the Privacy Policy.
- 12.4. *Survival.* Upon termination of these Terms for any reason, all rights and obligations of the parties, which by their nature continue, shall survive such termination.