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By these Terms of Service ("**Terms**") Hacken OÜ ("**Company**", or "**we**") provides you ("**you**" or "**user**") with the essential information about your legal rights and obligations related to your use of our Trust Army platform available via the <u>website</u> ("**Platform**"). You may use some functionality of the Platform with the hAI application, available for <u>IOS</u> and <u>Android</u> ("**hAI**").

Please, read the Terms carefully before accessing the Platform. If you disagree with these Terms, please do not continue using the Platform.

By using the Platform, you declare and warrant that:

- you have read, understand, and hereby agree to be legally bound by and to comply with these Terms in full;
- you have full legal capacity, which means you have reached the legal age and are not restricted otherwise (otherwise, you can use the Platform exclusively with the involvement of a parent or guardian);
- according to your local jurisdiction, you are eligible to enter into this agreement and have no restriction to access or use the Platform;
- you comply with these Terms and all applicable laws and regulations.

Our Privacy Notice describes our collection and use of personal data connected to your access to and use of the Platform.

These Terms and any operating rules and policies posted on the Platform, including Privacy Notice, constitute the entire legally binding agreement and understanding between us and our users, governing your access to and use of the Platform.

If you have any questions or comments about these Terms, please <u>contact us</u>.

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Platform

The purpose of the Platform is to change web3 to trustworthy and give people income and profession in crypto.

With the Platform, you can get access to learning materials, and complete missions performing reports on tokenomics.

Learning

After your authorization on the Platform, we will provide you with tooltips about its usage.

In addition, you will get the educational materials in the corresponding tab in the upper left part of the Platform ("**Education**").

In the Academy, you have to complete chapters and pass the tests based on them. The test is considered passed if you answered correctly on 75% of the questions. In case of failure of the test, you may try to pass it again after 24 hours. You can not access the next chapters and tests without completing the previous one.



You have to complete the chapter and pass the test to get access to Missions (as defined below).

Missions

To help us perform the purpose of the Platform you can join the community – Trust Army – to collect data on tokennomics, allocations, and vesting of projects in order to identify fraudulent ones among them. To do this, you can complete one mission per day to collect this data for a reward ("**Mission**").

To complete more than one Mission per day, you have to enter Hacken Membership. <u>Contact us</u> for more details.

When you finish all the chapters in the Academy, you will be given a full list of Missions – tokenomics projects to choose from for completing a report (**"Report**").

To complete the Report, you must enter all the necessary information in the forms available in the Mission task. You must obtain this information from open sources.

Review of the reports

In order for the Report to be accepted, it must undergo a mandatory review by the Company. The inspection is carried out within a term not exceeding 30 days.

You will see the results of the Report review of each Mission on the Platform in your Account. In case of the rejection of the Report, you will be informed about the reasons.

You cannot appeal the rejection of the Report.

Rewards

If your Report is accepted, you can receive a reward from the Company in the form of credits in HAI tokens and withdraw it in the corresponding tab of the Platform. The HAI tokens will be transferred to the account of your cryptocurrency wallet in the hAI that you specified during registration ("**Reward**").

The size of the Reward is indicated in each Mission and may be given only in case of acceptance of the Report.

You may change a wallet for receiving rewards by changing it in hAl.

Publication of reports

Accepted Reports are going to be published on third-party platforms according to intellectual property rules set in these Terms.



Account

Account registration and use

To use all Platform's features, you must complete authorization and create a personalized account ("**Account**"). To do so, you shall scan the QR code using your cryptocurrency wallet in hAI via <u>WalletConnect</u>. You shall use hAI for every following login into the Platform.

Users are solely responsible for:

- maintaining the confidentiality and security of the login credentials;
- all actions taken through their Accounts.

We verify every user's authorization on the Platform via hAl.

Problems with account

You may not transfer or assign your Account to someone else.

Please immediately contact us if:

- you know or have any reason to suspect that someone has gained access to your Account without your authorization;
- your credentials have been lost, stolen, misappropriated, or otherwise compromised.

Delete an account

To delete an Account on the Platform, you shall delete your account in hAI. If you do so, access to your HAI tokens will be lost.

Content and intellectual property

Company's content

All materials on the Platform, including text, graphics, information, images, drawings, trademarks, logos, video, sounds, music, software, and other materials (**"Content**"), as well as copyright and other intellectual property rights to such Content belong to us or is included on the Platform with the consent of the owner.

The Content, or any elements thereof, may not be used without our or the owner's prior written consent in any manner not provided by these Terms.

If you comply with these Terms, we grant you a limited, worldwide, non-exclusive, revocable license, without the right to sublicense and transfer, for the period of your use of the Platform, to access and use the Platform for your personal, non-commercial use, and business purposes under these Terms.



You must not:

- reproduce, publish, distribute, modify, create, or otherwise use the Content we own for commercial or illegal purposes without our prior written consent;
- sell, lease, rent, license, sublicense, or otherwise distribute the Content we own;
- copy, decompile, disassemble, translate, or reverse engineer the Content we own, in whole or in part;
- write or develop any derivative software, make an attempt to derive the source code of, modify, or create derivative works of the Content we own, and its updates;
- provide, disclose, divulge or make available to, or permit the use of the Content we own by any third party without our prior written consent;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure we implement or any of our providers or any other third party (including another user) to protect the Content we own.

User content

You can upload, publish, and distribute materials, including images, videos, texts (including Reports), designs, graphics, icons, or other materials and information (**"User Content**"). If you contribute User Content through the Platform, such User Content will be accessible to other users and available for copying, sharing, distributing, and publishing outside the Platform.

Between you and the Company, you own your User Content and information that you post through the Account by completing Missions and performing Reports.

By agreeing to these Terms you state that you wish to remain anonymous and ask not to indicate your name as the author/co-author on each copy of the User Content you provide through the Platform and each time such User Content is used.

You, with this, grant the Company an unlimited, irrevocable, non-exclusive (and exclusive one regarding the Reports), sub-licensable, transferable, royalty-free, perpetual, worldwide license to access, use, copy, modify, distribute, publish, reproduce, prepare derivative works of, store, cache, and otherwise fully exploit the User Content that you provide through the Platform, without any further consent, notice and/or compensation to you or others except as provided in these Terms.

The license and permissions regarding your User Content will continue to be in force for the Company and other Users even after your log out of the Platform.

When you upload or make available any User Content, you thereby represent and warrant that:

• creation, distribution, public display, and accessing, downloading, or copying of such User Content do not and will not infringe the intellectual property rights of any third party;



- you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize other users of the Platform and us to use your User Content in any manner contemplated by the Company and these Terms;
- you are solely responsible for all the confidential information and personal data that may appear in your User Content (such as a company name, address, pictures of any people, their telephone numbers, etc.).

You are solely responsible for any User Content you upload to the Platform. The User Content published through the Platform can be subject to the Company's prior moderation. However, we do not give any promises or guarantees relating to the User Content.

Prohibited activities

You are prohibited from posting and sharing User Content (including in the Community), which:

- is offensive by its nature, such as content that promotes racial or ethnic offenses, bigotry, hatred, physical harm of any kind against any group or individual, animal cruelty;
- contain information that is false, misleading, or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, libelous, or physical violence or encourages conduct that would be considered a criminal offense or bring forth civil liability;
- bullies, harasses, or threatens another individual;
- displays or promotes pornographic or sexually explicit material of any kind, including underage;
- promote sex-related entertainment, escort services, or other services that may be interpreted as providing sexual acts in exchange for compensation;
- contain not authorized advertising, solicitations, contests, sweepstakes, barter, and pyramid schemes;
- demonstrates a nude body, offensive gestures, and motions.

The Company may, but is not obliged to and is not responsible for, control any Content or User Content. The Company makes no representations or warranties to any Content or User Content.

Please <u>contact our support</u> if you find any User Content violating these Terms or your rights.

Third-party websites and services

The Platform contains links to other websites and services governed by third parties.

We do not control the features available or accessed through such websites and services.

We are not responsible for the content and services offered through them, and for any losses, damages, or other liabilities incurred as a result of your use of such websites and services.



You acknowledge that other terms of use and privacy notices apply to your use of third-party websites, services, and content.

Warranties and disclaimers

The Platform is provided to you "as is".

To the fullest extent permitted by law, we disclaim all warranties concerning the Platform, its functionality, and its Content, including, without restrictions, warranties of fitness for a particular purpose, merchantability, and non-infringement of intellectual property rights of third parties or other rights.

We make no promises or guarantees regarding the accuracy, usefulness, reliability, and correctness of the Platform. We do not warrant that the operation of the Platform will be uninterrupted or secure, that any defects will be corrected, or that the Platform will be free of viruses or other harmful elements.

We do our best to keep the data safe and secure and maintain the Platform's functionality. However, the Platform may be unavailable for various factors beyond our control, including emergencies, third-party service failures, hacker attacks, transmission, equipment or network problems or limitations, interference, and signal strength, and may be interrupted, refused, limited, or curtailed.

The Company is not responsible if the information provided on the Platform, and the contact information you have acquired is inaccurate, incomplete, or unreliable. Any inaccuracies/errors may arise from time to time in the Content, including guides, Missions, Rewards, and media, and we try to correct them as soon as possible. The Company is not responsible for any false information posted by other users or us on the Platform. Please <u>let us know</u> if you notice any incorrect information on the Platform.

The Company is not responsible for the use by other users and third parties of any personal data you make publicly available on the Platform or in Platform communities on third-party platforms. Please be careful what information you post on the Platform or transmit to other users.

Liability

We shall not be held responsible if any information, materials, or the Content available through the Platform is inaccurate or incomplete and for typographical errors, omissions in the text, or other materials.

In no event shall we or our subcontractors or any other team members be liable for:

- any direct, indirect, incidental, special, consequential, or incidental damages, including lost profits, loss of data, or damage to property, related to the use or inability to use the Platform, or the search engines customized under these Terms; and
- any damage caused by the use of information obtained through the Platform, or the search engines customized under these Terms; and
- any damage caused by any errors, defects, and interruptions on the Platform, or the search engines customized under these Terms.



We shall not be held responsible for the User Content on the Platform, its correctness, non-infringement, and compliance with these Terms.

The above disclaimer applies to the extent permitted by applicable law.

Indemnification

You agree to defend, indemnify and hold harmless us from and against all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from:

- any breach by you of any of these Terms;
- your use/misuse of the Platform;
- a violation by you of applicable law, our or third party's intellectual property or other rights, or any agreement or terms with a third party to which you are subject.

We reserve the right to handle our legal defense; however, we see fit, including instances when you indemnify us. Therefore, you agree to cooperate with us to execute our strategy.

Applicable law and jurisdiction

In brief:

- the laws of the Republic of Estonia govern these Terms.
- we hope to settle all the issues by peaceful means.
- if a severe dispute arises between us, it must be settled exclusively by the Arbitration Court of the Estonian Chamber of Commerce and Industry (Tallinn, Estonia).

These Terms shall be exclusively governed by and construed under the laws of the Republic of Estonia, excluding its rules on conflict of laws.

You agree that any dispute, conflict, claim, or controversy directly or indirectly arising out of in connection with or relating to these Terms, including, without limitation, those relating to its validity, its construction, or its enforceability shall be settled through amicable negotiations directly with the Company following the principles of good faith and cooperation.

If attempts to reach a consensus through the negotiations fail, the dispute shall be settled exclusively by the Arbitration Court of the Estonian Chamber of Commerce and Industry (Tallinn, Estonia).

The arbitration shall be settled by one arbitrator whose decision is final. The language of the arbitration shall be English if the Parties do not agree otherwise.



Termination

In brief:

- to terminate the agreement with the Company, you have to log out and no longer use or access the Account.
- we can terminate your access to the Account if you violate these Terms.

Termination by the company

We reserve the right at our sole discretion with prior notice to modify, suspend or discontinue the Platform, Content, feature, or offers through the Platform at any time. You agree that we shall not be liable to you or any third party should any of the preceding occur.

We reserve the right to take whatever lawful actions we may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your license and access to the Platform.

We may cooperate with legal authorities and third parties to investigate any suspected or alleged crime or civil wrong.

Termination by user

You may terminate these Terms by logging out from your Account on the Platform from your device and no longer accessing or using the Platform.

If you terminate these Terms, all permissions and licenses under these Terms will immediately terminate, and your balance of the Platform's currency (coins) will be void without the Company's obligation to provide any refunds.

Electronic notifications

By using the Platform and providing us with your contact details, you understand and agree that we may send you electronic notifications via email regarding, without limitation:

- your use of the Platform;
- updates of the Platform and these Terms;
- advertising materials.

We may also publish news and updates regarding the Platform and these Terms on our Twitter accounts, Discord server, and via email.

If you want to join the Trust Army Platform community, tap on the corresponding tab on the Platform and you will be redirected to our Discord server.



Other terms

We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations.

At our sole discretion, we reserve the right to modify these Terms. If material changes affect your use of the Platform, we will notify you before the changes' effective date by sending a notification to you. If you continue to use the Platform, you agree to the updated version of these Terms.

If you disagree with the updated version of these Terms, please delete and no longer use or access the Platform.

If any provision of these Terms is determined to be unlawful, void, or unenforceable, the remaining provisions of these Terms will continue to be fully valid and enforceable.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to the use of Platform to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Questions and contact information

If you have any questions or comments about these Terms or the Platform, please contact us at support@trustarmy.com.

Hacken OÜ

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