

Acre Project Terms of Use

Last Modified: May 1, 2024

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Acre Stakes, LLC, a Delaware limited liability company ("**Community**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of the Project located at <https://acre.fi/> as well as any content, functionality, smart contracts, distributed applications ("Dapps") and services offered on or through the Acre Project (collectively, the "**Project**"). The Project is administered by a Community of users using open source protocols. Initially, the Project operations are overseen by a multi-sig. Ultimately, Project management will be transitioned to the decentralized community at large through a token governance model.

Please read the Terms of Use carefully before you start to use the Project. **By using the Project or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [<https://acre.fi/documents/privacy-policy.pdf>], incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Project.

This Project is offered and available to users who are 18 years of age or older who are not residents of countries named on the US Department of the Treasury Sanctions list (<https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>) or named on the Office of Foreign Asset Control's list of Specially Designated Nationals and Blocked Persons ("SDN List") currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. If the user is an organization, you affirm you have the right, power and authority to enter into this agreement on behalf of the organization and bind the organization to its terms. If you do not agree to the terms of this agreement, you must not use the Project or any of our services. By using this Project, you represent and warrant that you are of legal age to form a binding contract with the Community and meet all of the foregoing eligibility requirements. You represent that you are legally permitted to use the Project in your jurisdiction including owning Digital Assets and interacting with the Project in any way. If you do not meet all of these requirements, you must not access or use the Project. Without limiting the foregoing, by using the Project, you acknowledge and understand that laws regarding financial instruments, which sometimes include cryptographic tokens, also known as "**Digital Assets**", and decentralized finance may vary from jurisdiction to jurisdiction, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your jurisdiction with regard to the use

of the Project. You further represent and warrant that you will not use the Project or access its smart contract functionality if the laws of your country of residency or establishment prohibit you from doing so in accordance with this agreement. For the avoidance of doubt, the ability to access the Project does not necessarily mean that the Project, or your activities through it, are legal under the laws, regulations or directives relevant to your jurisdiction. All of the Project or the services made available through the Project may not be available to all users, and we reserve the right to assess or reassess at any time your eligibility to use all or part of our Project. The availability of the Project does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation. By accessing or using the Project, you explicitly agree that the smart contracts built into the Dapps that comprise the Project are legally binding and enforceable upon you and the contract counterparty.

The Acre interface allows the user to initiate a transaction that the user would like to perform in connection with the publicly available smart contracts incorporated into the Project. The interaction methods include accessing the functionalities of publicly deployed smart contracts for users to self-authorize token transfers and self-mint governance tokens on relevant blockchains. The Project will run predominantly on the Ethereum blockchain and will be interoperable with the Bitcoin blockchain and any Layer 2 chain integrated with the Project. Using the relevant blockchain systems, third-party supplied wallets, devices, or validator nodes does not require use of the Acre interface. Anyone with an internet connection can connect directly to the smart contract or blockchain without accessing or using our interface.

Changes to the Terms of Use

We, and in the future, a decentralized governing body, may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Project thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Project.

Your continued use of the Project following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Project so you are aware of any changes, as they are binding on you.

Accessing the Project and Account Security

To access the Project or some of the resources it offers, you may be asked to provide an Ethereum or Bitcoin wallet address (a "**Wallet**"). By connecting a wallet, users are able to interact with the Project's smart contracts to deposit and lock assets. Initially the only acceptable asset is BTC. Eventually, tBTC is another additional asset that is likely to be added as

determined by the Community. It is your sole responsibility to maintain the security of your Wallet. If you lose access to your Wallet, a private key, password, or other method of securing your Wallet, any funds may be irretrievable, and we will be unable to assist you in any way. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against us, our affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to your use of any Wallet software, associated loss of funds, transaction failures, or any other defects that arise in the course of your use of your Wallet, including any losses that may obtain as a result of any failure in smart contracts made available on the Project. By using the Project, you agree to be fully, independently and personally liable for each transaction made on the Project by you, and you must make sure that you are the only person with access to your Wallet at all times. You hereby accept responsibility for any activity transacted on the Project through your Wallet.

We will use commercially reasonable technical and physical safeguards to make the Project securely available to its users. However, given the inherent risk of transmitting information over the internet and the relatively new and untested nature of digital asset technology, we will not be liable if for any reason all or any part of the Project is unavailable at any time or for any period. You alone are responsible for evaluating any code provided by or used on the Project. From time to time, we may restrict access to some parts of the Project, or the entire Project, to users. You are responsible for making all arrangements necessary for you to have access to the Project and ensuring that all persons who access the Project through your internet connection are aware of these Terms of Use and comply with them.

It is a condition of your use of the Project that all the information you provide on the Project is correct, current and complete. You agree that all information you provide to this Project or otherwise, including but not limited to through the use of any interactive features on the Project, is governed by our Privacy Policy [<https://acre.fi/documents/privacy-policy.pdf>], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

User Engagement

We may offer user engagement programs from time to time at our sole discretion ("Engagement Program"). We reserve the right to alter, change and/or terminate our Engagement Program at any time and for any reason, which may result in the cancellation of unredeemed incentives or other such benefits, upon written (including electronic) notice or publication to you. In addition, we reserve the right to immediately disqualify you from an Engagement Program if you have violated this Agreement or if you have, in our determination, misused the Engagement Program. Participants in the Engagement Program expressly agree that use of the Engagement Program is at the participant's sole risk. The Engagement Program and all services offered in connection therewith are provided on a strictly "as is" and "as available" basis. WE MAKE NO WARRANTY (1) WITH REGARD TO ANY INCENTIVES OBTAINED BY

PARTICIPANTS THROUGH THE PROGRAM; (2) THAT THE PROGRAM OR ANY INCENTIVES DELIVERED IN CONNECTION WITH THE PROGRAM WILL MEET PARTICIPANTS' REQUIREMENTS OR HAVE ANY VALUE; (3) THAT THE PROGRAM WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE; OR (4) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROGRAM OR ANY SERVICES DELIVERED IN CONNECTION WITH THE PROGRAM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED BY THE PARTICIPANT. WE DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Fees

Some services on the Project involve the use of blockchains, including the Ethereum and Bitcoin blockchains, which may require that you pay a fee, such as "**Gas Charges**", for the computational resources required to perform a transaction. You acknowledge and agree that the Community has no control over these fees, including: (a) any blockchain transactions; (b) the method of payment of any Gas Charges; or (c) any actual payments of Gas Charges. Accordingly, you must ensure that you have a sufficient balance of digital assets, such as ETH or Bitcoin, stored in your Wallet to complete any transaction on the Ethereum or Bitcoin blockchain Project before initiating such transactions. You may be subject to additional fees and charges, including fees required to access certain smart contracts. You acknowledge that such fees may be adjusted from time to time by us or by other users who set the terms of their own smart contracts. If you do not agree with the fees charged for Project functionality, do not use or access the Project.

Notwithstanding anything in this Agreement to the contrary, it is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Project, and to withhold, collect, report and remit the correct amount of taxes to the appropriate tax authorities. You agree to indemnify and hold us harmless for your failure to pay any taxes, including any penalties, duties and interest, imposed by any governmental authority.

Risks

Use of the Project may carry financial risk. Digital Assets are a novel and relatively experimental technology. Their value, if any, can fluctuate with great volatility, and transactions conducted with Digital Assets are irreversible. The use of Digital Assets is inherently risky, and you acknowledge and agree that you are accessing and using the Project at your own risk. The risk of loss due to market volatility and malfeasance by other users of the Project can be substantial. Digital Assets and smart contracts are typically described using extremely technical language that is difficult to understand and requires a deep knowledge of cryptography and

computer science. Dapps made available on the Project may have inherent design flaws that have not been detected in testing or may not perform as expected in conjunction with third-party technology or high-volume use. You should carefully consider whether you have sufficient understanding of the technology before accessing or using the Project.

By accessing or using the Project, you hereby represent that you have the requisite knowledge and experience to evaluate the risk of the technology you are using and any transactions you undertake, and you accept the risk that the Project might not function as anticipated and that you might lose access to your Digital Assets temporarily or permanently. The Project encourages the creation of third-party Dapps and smart contract technology, but the availability of third-party Dapps and smart contract technology on the Project is not an endorsement by us of that technology. You acknowledge and agree that the Community is not a party to the smart contracts offered on the Project and that the contract counterparty to any smart contracts you enter will likely be unknown to you.

You acknowledge that the Project runs on top of the decentralized Ethereum and Bitcoin blockchains and that we have no control over the availability of the blockchains or the price of the Digital Assets, ETH or BTC. The Bitcoin protocol is open source, and anyone can use, copy or make modifications to the protocol known as "**Forks**" which could materially affect the operation of the Bitcoin blockchain and thus, the Project. In the event of a Fork, you acknowledge and agree that we may temporarily or permanently suspend our operations and that we bear no liability for losses resulting from a Fork in the Bitcoin blockchain.

The Project may become the target of sophisticated hacking attempts, cyber attacks, dramatic fluctuations in use or other technical or operational challenges that could affect its availability or ability to function properly. You accept the risk of any delays or transaction failures resulting from such interference with the Project or any third-party services connected to or operating in conjunction with the Project including other operators of decentralized Projects, platforms or Dapps. You further acknowledge that decentralized lending and borrowing protocols that ultimately allow the use of Digital Assets created on our platform have no legal obligation to provide software development to or maintain their protocols, and you should not expect that their services will continue or be available at any particular time. We are not responsible for the availability of or maintenance to lending or borrowing protocols that allow interaction, through smart contracts or otherwise, with the Acre Project or Acre Digital Assets.

You acknowledge that Community is a non-custodial provider of services. We do not provide custody services, control or manage your Digital Assets in any manner whatsoever. The Project exists in a decentralized environment through which functionality can be autonomously directly accessed by you without any involvement or actions by Community or any third-party. Use of the Project requires the use of either an ERC20 compatible Wallet or a BTC wallet with a

native Segregated Witness (SegWit) or legacy Bitcoin address. It is your responsibility to maintain access to and the security of your Wallet. If you fail to secure your Wallet properly, you could lose access to the contents of your Wallet and you will no longer be able to access or use some Project features.

In many jurisdictions, the regulatory frameworks imposed by governmental authorities over the use and sale of cryptocurrencies or Digital Assets are uncertain. Changes in regulations and policies may affect your use of the Project in your jurisdiction, and you are responsible for consulting with legal counsel and complying with all applicable laws in your jurisdiction.

The Project may rely on the use of third-party platforms, exchanges, Dapps, oracles or other mechanisms to facilitate your use of the Project. We do not control the availability of those platforms, and your access to and use of the Project could be affected by changes in those platforms which are beyond our control.

Intellectual Property Rights

You must not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site. The smart contracts and software provided by us to the Project are made available to you under the MIT open source license, available at <https://github.com/thesis/acre/blob/main/LICENSE>, and the documentation and source code are available at <https://github.com/thesis/acre>. Other third-party technology provided to the Project is owned by the third-party provider of such technology or is made available subject to the license identified with the technology.

The Acre name, Community logo and other related trademarks or service marks are the exclusive property of the Community and may not be used without our prior written consent. If you breach these Terms of Use, your right to use the Project will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Project or any content on the Project is transferred to you, and all rights not expressly granted are reserved by the Community. Any use of the Project not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Prohibited Uses

You may use the Project only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Project:

In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

To attempt to circumvent any Project security or access controls or to interfere with the operation of the Project.

To impersonate or attempt to impersonate the Community, a Community employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or wallet addresses associated with any of the foregoing).

To transmit or exchange Digital Assets that are the direct or indirect proceeds of any illegal, criminal or fraudulent behavior including terrorism.

In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Project, including their ability to engage in real time activities through the Project.

Use any robot, spider or other automatic device, process or means to access the Project for any purpose, including monitoring or copying any of the material on the Project.

Use any manual process to monitor or copy any of the material on the Project or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper working of the Project.

Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Otherwise attempt to interfere with the proper working of the Project.

User Contributions

The Project may contain links to social media, message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, FAQs and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, advise or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Project.

All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Project, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.

All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Community, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Project.

Monitoring and Enforcement; Termination

We have the right to:

Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Project or the public or could create liability for the Community.

Disclose information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Project.

Terminate or suspend your access to all or part of the Project for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the wallet address or other information of anyone using or posting any materials on or through the Project.

However, we do not undertake to review material before it is posted on or through the Project and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or

responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy [<https://acre.fi/documents/privacy-policy.pdf>].

Be likely to deceive any person.

Promote any illegal activity, or advocate, promote or assist any unlawful act.

Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

Impersonate any person or misrepresent your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Project is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Project, or by anyone who may be informed of any of its contents.

This Project may include or link to content provided by third parties, including materials provided by other users, smart contract creators, third-party licensors, syndicators, aggregators, reporting services, FAQ providers and/or "how to" manuals. All statements and/or opinions expressed in such materials, and all articles and responses to questions and other content, other than the content provided by the Community, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Community. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Project

We may update the content on this Project from time to time, but its content is not necessarily complete or up-to-date. We reserve the right to withdraw or amend this Project, and any service or functionality, including smart contract functionality, on the Project in our sole discretion without notice. Any of the material on the Project may be out of date at any given time, and we are under no obligation to update such material. You acknowledge that the software protocols comprising the Project are open source, and over time, by consensus of Project users or by actions of third parties beyond our controls, may be modified, copied or reproduced in different form. As such we are not responsible for the operation of the underlying protocols and make no guarantee of their functionality, security or availability. In the event of a change in the operation of the Project, you agree we may temporarily or permanently suspend our operations without liability to you.

Information About You and Your Visits to the Project

All information we collect on this Project is subject to our Privacy Policy. By using the Project, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Third-Party Terms and Conditions

Additional terms and conditions may apply to specific portions, services or features of the Project provided by third parties including Dapps and smart contracts, either alone or in conjunction with the functionality provided by us. The use of such services or features shall be governed by the terms of use associated with them, and all such additional terms of use are hereby incorporated by this reference into these Terms of Use. We accept no liability or responsibility for any third-party functionality or any of our open source functionality that has been modified by third parties.

Links from the Project

If the Project contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise

from your use of them. If you decide to access any of the third party sites linked to this Project, you do so entirely at your own risk and subject to the terms and conditions of use for such Projects.

Geographic Restrictions

Access to the Project may not be legal by certain persons or in certain countries. You are responsible for compliance with all applicable laws in your jurisdiction.

Disclaimer of Warranties

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, HACKS, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PROJECT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROJECT, ANY THIRD PARTY LINKS (INCLUDING BUT NOT LIMITED TO SMART CONTRACTS FAQs OR OTHER MATERIALS) ACCESSED THROUGH OR IN CONJUNCTION WITH THE PROJECT, OR ON ANY PROJECT LINKED TO IT.

YOUR USE OF THE PROJECT, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROJECT IS AT YOUR OWN RISK. THE PROJECT, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROJECT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMMUNITY NOR ANY PERSON ASSOCIATED WITH THE COMMUNITY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PROJECT. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMMUNITY NOR ANYONE ASSOCIATED WITH THE COMMUNITY REPRESENTS OR WARRANTS THAT THE PROJECT, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROJECT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PROJECT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROJECT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

YOU HEREBY IRREVOCABLY WAIVE, RELEASE AND DISCHARGE ALL CLAIMS, WHETHER KNOWN OR UNKNOWN TO YOU, AGAINST US, OUR AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES RELATED TO YOUR USE OF ANY WALLET SOFTWARE, ASSOCIATED LOSS OF FUNDS, TRANSACTION FAILURES, OR ANY OTHER DEFECTS THAT ARISE IN THE COURSE OF YOUR USE OF YOUR WALLET. THE COMMUNITY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMMUNITY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PROJECT, ANY PROJECTS LINKED TO IT, ANY SMART CONTRACTS OR DISTRIBUTED APPLICATIONS EXISTING ON OR CONNECTING TO THE PROJECT, ANY LOSS OF FUNDS OR COLLATERAL, ANY CONTENT ON THE PROJECT OR SUCH OTHER PROJECTS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PROJECT OR SUCH OTHER PROJECTS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGES, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PROJECT OR ITS CONTENTS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Community, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, debts and fees (including reasonable attorneys' fees) arising out of or relating to: your use of or access to the Project; your violation of any third party right; the provision by you of any false or misleading information; your violation of any law, rule or regulation; your violation of these Terms of Use; your willful misconduct; or your use of the Project, including, but not limited to, your User Contributions, any use of the Project's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Project.

Release of Claims

You acknowledge that the Project (including without limitation the smart contracts) and your use of the Project contain certain risks, including without limitation the following risks: any smart contracts you interact with are entirely your own responsibility and your own liability, and we are not a party to the smart contracts; At any time, your access to your Digital Assets may be

suspended or terminated or there may be a delay in your access or use of your Digital Assets which may result in the Digital Assets diminishing in value or you being unable to complete a smart contract; and the Project and related smart contracts may be suspended or terminated for any or no reason, which may limit your access to your Digital Assets. You assume all risk in connection with your access to and use of the Project and its smart contracts, and you waive and release us from any and all liability, claims, causes of action or damages arising from or in any way related to your use of the Project or the smart contracts.

Governing Law and Jurisdiction

All matters relating to the Project and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Project shall be instituted exclusively in the courts of the State of Delaware. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Community's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Project, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PROJECT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Community of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Community to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be

eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Acre Stakes, LLC with respect to the Project and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Project.

Your Comments and Concerns

This Project is initially operated by Acre Stakes, LLC.

All feedback, comments, requests for technical support and other communications relating to the Project should be directed to: support@acre.fi.