

**EMERGENCE DEVELOPER AGREEMENT**  
**DATE OF LAST REVISION: DECEMBER, 2023**

This developer agreement (“Agreement”) governs your use of the software developed by Crucible Networks Limited (the “Crucible”) and made available at the Emergence Website [www.emergence.site](http://www.emergence.site) and at the Crucible GitHub (<https://github.com/CrucibleNetworksLtd>) including the Emergence SDK (the “Software”) and includes other important terms regarding your relationship with CRUCIBLE NETWORKS LIMITED and each party’s rights.

By accessing or using the Software, you accept this Agreement. If you don’t agree to the terms of this Agreement, you may not access the Software.

Please note that this Agreement is binding on you personally - it doesn’t cover your employer or company.

CRUCIBLE NETWORKS LIMITED is based on LONDON, ENGLAND

Your particular country or jurisdiction may have enacted certain laws, statutes and other legislation that apply to our legal relationship and which cannot be derogated from by contract.

Nothing in this Agreement will affect your legal rights under the laws applicable in your country or jurisdiction.

By accepting these terms, you represent and warrant that you are at least 18 and have the legal authority to enter into these terms with CRUCIBLE NETWORKS LIMITED.

## **Privacy**

Your privacy is important to us. Our Privacy Policy describes how we collect, use and disclose information about you. Please read our Privacy Policy carefully so you understand how we use and share information we collect about you.

## Content

If you download content from the Website and/or the GitHub, you will have the ability to access and/or download the following (collectively “the Content”):

- Certain software distributed as “free software”, “open source” or under similar licensing or distribution terms (“OSS”) such as the OSS components of the Emergence Software development kits (the “**OSS Materials**”).
- certain Crucible proprietary developer materials, such as software packages, tools, documentation, learning resources, Example Assets (as defined below), and other content such as the Emergence EVM server (collectively, the “**Crucible Materials**”); and
- certain third-party software, tools, services, features, applications, or content (collectively, “**Third-Party Materials**”).

Subject to the terms of this Agreement, Crucible hereby grants you:

- (i) in respect of any OSS Materials developed by Crucible such as the OSS components of the Emergence SDK, the right to use such OSS software under the terms of the open-source MIT License provided the applicable copyright notice and permission notice are included in all source files containing copies of such software or substantial proportions thereof. In respect of OSS Materials developed by third parties, the terms applicable to OSS software developed by third parties as set out below under “Third Party Materials” shall apply.
  
- (ii) in respect of any Crucible Materials and Third Party Materials (excluding OSS Materials), a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement, under any intellectual property rights Crucible and its licensors of the Third-Party Materials (“Licensors”) may have (as applicable), to use such content (a) to develop and test software applications that can be used on or with other Content including third party web sites and software applications (the “Applications”), (b) to develop tools that interoperate with or are compatible with the Content and other third party platforms, or (c) for any other purpose approved in writing in advance by Crucible.

If we provide you with an update to any of the Content, we may terminate the above license for prior versions of that Content, which means you'll have to immediately discontinue using those prior versions. Also, if the update is accompanied by a separate license, the terms of that license will apply; otherwise, the update will be subject to the terms of this Agreement.

To the extent any Content is provided to you outside of the Emergence website (e.g., via Github or similar public repositories, or direct electronic transfers) and is expressly provided pursuant to the terms of this Agreement, you agree that this Agreement governs your use of such Content.

## Example Assets

Crucible may provide you with example or template source code, projects or content delivered within the "samples" or "templates" folder in the install directory of an Emergence SDK, or expressly made available as a "sample", "tutorial", "example" or "template" project (e.g., Emergence Samples, etc.) through the Website and GitHub as a starting point in creating your own Application pursuant to the terms below ("Example Assets").

- *Unrestricted Example Assets.* The following applies to Example Assets that are not Restricted Example Assets (as defined below) ("**Unrestricted Example Assets**") and may include, without limitation, certain code, libraries, scenes, scripts, and configuration files. Provided that your changes or additions to Unrestricted Example Assets are sufficiently substantial to create a derivative Application (as determined in Crucible's sole discretion), Crucible hereby grants you the right to use, modify, publish, and distribute those modified Unrestricted Example Assets as part of your Application. You shall comply with all laws applicable to the foregoing activities. We may provide certain Unrestricted Example Assets that are subject to a Licensor Agreement (as defined below). The rights in this section do not expand or modify your limited rights to any Content that are not Unrestricted Example Assets.
- *Restricted Example Assets.* The following applies only to Restricted Example Assets. Certain Example Assets may be marked as "Restricted," "Not For Redistribution" or similar on the portal, in the file directories of the downloadable package, or in the materials accompanying such assets ("**Restricted Example Assets**") and may include, without limitation, certain icons, logos, artwork, font files or similar assets. Restricted Example Assets are licensed to you under separate license terms if such terms are included in the materials accompanying the Restricted Example Assets ("**Restricted**

**Example Asset Terms**”). If separate license terms are not provided with a Restricted Example Asset, then the terms of this Agreement with respect to the Content will apply. In the event of a conflict between the terms of this Agreement and the Restricted Example Asset Terms, the Restricted Example Asset Terms will govern. No other use of the Restricted Example Assets is permitted, and you may not otherwise use, modify, adapt, alter, reproduce, distribute, sublicense, or transfer Restricted Example Assets.

## Other Credentials

If any Content includes API keys or similar credentials, you agree that: (a) you are solely responsible for any and all use of your keys/credentials and all activities that occur under or in connection with your keys/credentials, (b) you will not allow another person to use your keys/credentials, and (c) Open Meta may revoke or require you to replace such keys/credentials in Crucible’s discretion.

## Usage-based APIs

Crucible may provide you with access to certain network usage-based APIs (e.g., the Applications Connectivity Platform API) free of charge. However Crucible reserves the right to charge for any or all of such APIs in the future upon advance notice of any associated fees). Consumption of a disproportionate amount of available API network resources resulting in the potential to disrupt or degrade API or network usage by others is prohibited.

## Third-Party Materials

Your use of a Third-Party Material made available through the Website and GitHub may be subject to the Licensor’s own license agreement, notices, restrictions, or other terms that the Licensor provides you (“Licensor Agreement”), which, if applicable, may be found in documentation or materials accompanying those Third-Party Materials or the Content.

If your use of a Third-Party Material is not subject to a Licensor Agreement, then the terms of this Agreement will apply. In the event of a conflict between the terms of this Agreement and the terms of a Licensor Agreement, the terms of the Licensor Agreement will govern. Crucible has no responsibility or liability with respect to your access to or use of the Third-Party Materials, or any specifications, descriptions, or other materials our Licensors may provide with their Third-Party Materials.

Notwithstanding the foregoing, to the extent that any Third-Party Materials consist of OSS and Crucible received such OSS from a third party under an upstream license permitting sublicensing under this Agreement, then Crucible hereby sublicenses such OSS to you under the terms of this Agreement and not the applicable upstream license. Otherwise, you receive such OSS from the third party directly under the terms of the upstream license. Note that Crucible may still provide you with the text of an upstream license permitting sublicensing in accordance with the requirements of that upstream license, but the associated third-party OSS remains sublicensed to you under this Agreement.

As set forth in the Warranty Disclaimer and Limits on Liability section of this Agreement, neither Crucible nor its licensors shall have any liability for any Third-Party Materials (or any specifications, descriptions, or other materials our Licensors may provide with their Third-Party Materials) and they make no representation or warranty for any Third-Party Materials including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and non-infringement.

Information and terms associated with Third-Party Materials may be found in the NOTICES file, a copy of which may accompany the Content delivered to you, and is incorporated by reference herein in its entirety. The presence and usage of or compliance with Third-Party Materials, including any Licensor Agreements, is Confidential Information. If we mention our Licensors or other third parties, or their products or services, in any materials we provide you, it's for informational purposes only and doesn't constitute our endorsement of those parties, products, or services.

The Website may also contain links or provide access to other web sites operated by third parties. Those third-party web sites are not under our control, and we are not responsible for the content of any third-party web site or any link contained in a third-party web site. We provide these links only as a convenience and do not review, approve, monitor, endorse, warrant, or make any representations with respect to third-party web sites.

### **Acceptable Use of Services**

Crucible and the Open Meta Association (Open Meta) may also provide our developer community with certain services through their respective websites, including any forums or support (our "Services"). We're not obligated to provide you with any Services, but we may decide to do so anyway. If we do provide you with Services, they're for your use only, solely in connection with the use or exercise of your rights pursuant to this Agreement.

You may be able to interact with others through our Services, including by viewing content created by others. You are solely responsible for your interactions with other people through our Services. You must abide by these acceptable use requirements and our **Community Guidelines** when using our Services – they are also a part of these terms. Crucible and Open Meta may, but has no obligation to, monitor your use of the Services to ensure that you are following these acceptable use requirements and Community Guidelines.

In addition, you agree that you won't:

- Use our Services in a way that negatively affects others or our ability to provide the Services;
- Use our Services for any illegal or unauthorized purpose;
- Use any technology or other means not authorized by us to access our Services or to extract data;
- Attempt to gain unauthorized access to any Services, including by trying to circumvent any restrictions;
- Attempt to decipher, decompile, reverse engineer, disassemble, reproduce, modify, copy, distribute, publicly perform, publicly display or create derivative works of the Services or the source code of the software used to provide the Services (except as and only to the extent permitted by applicable law);
- Use our Services to create a competitive product or service, or for benchmarking or vulnerability testing purposes, except as authorized by us in writing; or
- Infringe upon or violate the rights of Crucible and Open Meta, other people in our community, or any third party.

By using our Services, you understand that Crucible and Open Meta does not endorse or actively review the content posted or sent by others within our Services. We will not be responsible for any liability incurred as the result of your interactions with others or your use of content provided by other people. Your use of any content provided by other people, and any interactions with others, is at your own risk.

### **Pre-Release Materials**

As part of the developer community, you may have the opportunity to receive certain pre-release Crucible SDKs, or other materials at Crucible's option. Your use of any pre-release materials may be

conditioned on your acceptance of additional terms that we provide you and subject to the confidentiality obligations set forth below. In the event of any conflict between the terms provided for any pre-release materials and this Agreement, the other terms will govern your use of the pre-release materials.

### **Restrictions on use of Content**

Except to the extent as may be permitted by the licensing terms governing use of OSS Materials as set out above or as otherwise necessary to develop Applications as permitted herein, you are not permitted to (directly or indirectly): (a) modify, adapt, alter, or create any derivative works of the Content; (b) provide or transfer the Content to any third party without Crucible's prior written consent or as otherwise permitted herein; (c) work around, interfere with, exceed or circumvent any technical limitations or software protection measures in the Website, the Content, or the Services, including any system alerts, notices, indicators, consent screens, texts, hyperlinks or other messaging intended to be provided to end users of any Application; (d) reverse engineer, decompile, translate, disassemble, or otherwise attempt to derive any source code of the Content not provided in source code format; (e) publish, rent, lease, distribute, lend, sell, sublicense, or otherwise commercialize the Content or your access to the Website;

### **Confidentiality Obligations**

#### **Crucible IP and Other Information**

You acknowledge that you may receive non-public information relating to Crucible, its business, products, services, and related intellectual property, including the Crucible IP (as defined below) (collectively, "Confidential Information") in connection with your use of any pre-release materials accessed through the portal. You agree to keep the Confidential Information confidential, not to publish or disclose any Confidential Information to a third party, and only use such information to the extent necessary to exercise your rights under this Agreement. You will use at least a reasonable standard of care in maintaining the confidentiality of the Confidential Information. Your obligations with respect to Confidential Information will continue even after you have stopped using the Website and Content. You agree to destroy or return any Confidential Information at Crucible's request.

#### **Permitted Disclosures**

Your confidentiality obligations won't apply to any information that we publicly disclose outside of the portal about our pre-release materials, except that even after we make such disclosures, you still can't post screen shots of those materials outside of the portal or redistribute those materials outside the portal except as permitted in this Agreement or with our prior, express written approval in each instance.

Notwithstanding the above paragraphs, you may disclose Crucible's Confidential Information to the extent the disclosure is required by law or by order of a court or governmental agency. However, in such event, you will assist Crucible in obtaining a protective order or similar protection to maintain the confidentiality of the Confidential Information to the extent possible and legally permitted.

## **Remedies**

You also acknowledge that if you breach this Confidentiality Obligations section, it will cause immediate and irreparable injury to Crucible and Crucible will have the right to seek and obtain injunctive relief, and to pursue any other remedies available at law or in equity, without being required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security.

## **Feedback**

You may have the option to provide us with feedback, suggestions, comments, changes, enhancements, updates and modifications relating to the Content or other existing Crucible and Open Meta products or services in your discretion (collectively, "Feedback"). From time to time, Crucible and/or Open Meta may request that you provide Feedback in a specified form, manner and/or frequency, provided that all such Feedback will be at your discretion. Without limiting the generality of the foregoing, you will use commercially reasonable efforts to submit notice of any and all software bugs, defects, or other issues with the features, functionality, or performance of any Content to Crucible promptly upon occurrence. Any such notices will be deemed Feedback. You hereby grant Crucible and Open Meta a non-exclusive, perpetual and irrevocable license to use and exploit such Feedback for any purpose, including incorporating such Feedback within its products and services, without providing payment or any other consideration to you. Crucible and Open Meta have no confidentiality or other obligations with respect to your Feedback.



## **Complaints**

We have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others or post other content that violates this Agreement or any of our other applicable terms (including our Community Guidelines) and applicable law. If you believe that anything on our Services infringes any copyright that you own or control or would like to bring a similar issue to our attention, you may us sending an email to the following address: [accounts@crucible.network](mailto:accounts@crucible.network) . Similar provisions under applicable law may require you to provide a detailed notice to Crucible. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to Crucible and/or Open Meta for certain costs and damages.

## **Intellectual Property Rights**

### **Your Ownership**

Unless otherwise specified in a separate agreement with Crucible, you retain, and will own, all rights (including intellectual property rights), title, and interest in and to each Application developed by you using any OSS Materials but you grant Crucible and Open Meta a limited worldwide, non-exclusive, royalty-free and fully sublicensable right to publicly perform any demos of your Application solely for the purpose of demonstrating use cases for Emergence and any other protocols developed by Crucible and Open Meta and made available to you in the Content .

### **Crucible Ownership**

Except for the limited rights granted under this Agreement, Crucible and its licensors retain, and will own, all rights (including intellectual property rights), title, and interest in and to the Emergence Website and the Content (collectively, the “Crucible IP”). You must abide by all copyright notices, information, or restrictions contained in or attached to the portal and/or the Content.

### **No Implied Licenses**

You may not use the Crucible IP except as expressly permitted under this Agreement. Furthermore, except as expressly set forth in this Agreement, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license to the Crucible IP.

## **Crucible and Open Meta Marks**

Except as expressly stated herein, you're not allowed to use any Crucible and Open Meta display names, trademarks, trade names, service marks or logos ("Marks"). Ownership of all the Marks and the goodwill associated with the Marks remains with us or our affiliates.

## **Independent Development**

Nothing in this Agreement prevents Crucible or other developers who may have relationships with Crucible from developing or having developed products, content, software, concepts, systems or techniques that are similar to or compete with Applications, or other products, content, software, concepts, systems or techniques that you may develop pursuant to this Agreement. You acknowledge that multiple products may be in simultaneous development for Crucible at any time. In addition, nothing in this Agreement prevents you from developing or having developed products, content, software, concepts, systems or techniques for use on other platforms that may be similar to or compete with products, content, software, concepts, systems or techniques of Crucible, provided that your use of the Content is in compliance with this Agreement.

## **Termination**

We reserve the right to monitor your use of the Services and the Emergence Website to make sure you're complying with this Agreement. We may suspend or disable your access to the Content and and/or terminate this Agreement if we think you're violating this Agreement or any other Crucible terms, agreements, guidelines or policies; violating any laws, rules or regulations; creating possible legal liability or if we believe your use poses a security, health or safety risk. We will not have any liability for termination of this Agreement.

If this Agreement is terminated for any reason, your access to the Services and your license to the Content (excluding the OSS Materials) will immediately terminate. However, even if this Agreement is terminated, (a) Crucible and Open Meta may continue to use any Feedback you provide in accordance with this Agreement, and (b) the Restrictions, Confidentiality Obligations, Intellectual Property Rights, Warranty Disclaimer and Limits on Liability, Indemnification, General Provisions, and Jurisdiction Provision of this Agreement will survive any such termination and continue to apply.

## Warranty Disclaimer and Limits on Liability

The following paragraphs limit our liability to you and also limit your legal remedies. Please note nothing in this section will limit or exclude liability that cannot be limited or excluded under applicable law.

A. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE PROVIDING THE PORTAL AND OPEN META MATERIALS ON AN “AS-IS” BASIS FOR USE AT YOUR OWN RISK. OPEN META AND ITS LICENSORS (AS APPLICABLE) DISCLAIM ALL WARRANTIES WITH RESPECT TO THE PORTAL, THE PORTAL CONTENT (INCLUDING THIRD-PARTY MATERIALS, OR CONTENT AND SERVICES AVAILABLE THROUGH THE PORTAL), OTHER OPEN META IP, AND OPEN META TECHNOLOGY OR CONTENT, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INTERFERENCE, SYSTEM INTEGRATION, OR ACCURACY. WE DO NOT WARRANT THAT YOUR USE OF THE PORTAL CONTENT (INCLUDING ANY THIRD-PARTY MATERIALS, OR CONTENT AND SERVICES AVAILABLE THROUGH THE PORTAL) OR ANY OPEN META IP OR RELATED PRODUCT OR SERVICE WILL BE UNINTERRUPTED ERROR-FREE, VIRUS-FREE, OR SECURE. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES AND DISCLAIM ALL WARRANTIES OR LIABILITY, WHETHER EXPRESS IMPLIED, OR STATUTORY, ON BEHALF OF ANY OF OUR AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS, PARTNERS, OR LICENSORS (“OPEN META PARTIES”). THE FEATURES AND FUNCTIONALITY OF OUR SERVICES (INCLUDING ANY THIRD-PARTY MATERIALS, OR CONTENT AND SERVICES AVAILABLE THROUGH OUR SERVICES), PRODUCTS OR DEVICES MAY CHANGE AT ANY TIME AND OPEN META DISCLAIMS ANY RESPONSIBILITY FOR SUCH CHANGES OR ANY STATEMENTS OPEN META MAKES OR HAS MADE ABOUT THE EXISTENCE OF SUCH FEATURES OR FUNCTIONALITY.

B. IN NO EVENT SHALL CRUCIBLE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PORTAL (INCLUDING ANY THIRD-PARTY MATERIALS OR CONTENT AND SERVICES AVAILABLE THROUGH THE PORTAL) OR OPEN META IP OR THIS AGREEMENT, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OPEN META PARTIES’ TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE EMERGENCE WEBSITE (INCLUDING ANY THIRD-PARTY MATERIALS, OR CONTENT AND SERVICES AVAILABLE THROUGH THE WEBSITE), OR THE CRUCIBLE

MATERIALS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

C. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND CRUCIBLE. THE FOREGOING CAP ON LIABILITY WILL NOT APPLY TO LIABILITY OF CRUCIBLE FOR (A) DEATH OR PERSONAL INJURY CAUSED BY CRUCIBLE'S GROSS NEGLIGENCE IN CONNECTION WITH THE SERVICES; OR FOR (B) ANY DAMAGES CAUSED BY OPEN CRUCIBLE'S FRAUD OR FRAUDULENT MISREPRESENTATION, INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

D. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR EXCLUSIONS OR LIMITATIONS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY IN FULL TO YOU, AND OPEN META'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATIONS ARE PERMITTED BY LAW.

## **Indemnification**

You agree to indemnify, hold harmless and, at our option, defend Crucible (including our affiliates, officers, directors, employees, stockholders, agents, Licensors, suppliers, distributors, and any third-party information providers) from and against all damages and expenses we may incur as a result of your use of the Website including any Content or your violation of this Agreement.

## **General Provisions**

### **Changes**

We may change or modify this Agreement at any time. If we do, we'll make sure to notify you, by sending, for example, a giving notice through the Website and/or the Github. Unless we say otherwise in our notice, the revised terms will be effective immediately and your continued use of the Website and/or Content after we provide notice of the changes will constitute your acceptance of any

changes to this Agreement. If you don't agree to any changes to this Agreement, you must stop using the Website and the Content. Please review this Agreement from time to time – it's important you understand the terms and conditions that apply to your use of the Website and the Content.

We also reserve the right, at any time, to modify, suspend, or discontinue the Website, the Content, or any part thereof, at any time with or without notice to you. Crucible won't be liable to you or to any third party should it exercise such rights.

### **Your Relationship with Crucible**

You and Crucible are independent contractors, and nothing in this Agreement will be construed as creating a partnership joint venture, employee, or agency relationship between you and Crucible. Crucible assumes no liability for any loss or damage to any person or property arising from this Agreement. You shall not, under any circumstances, represent that you are an agent of Crucible, and you shall take all reasonable precautions to avoid any perception that such relationship exists.

### **Governing Law and Jurisdiction**

This Agreement and the relationship between you and Crucible will be governed by the substantive laws of England, without giving effect to any choice of laws principles that would require the application of the laws of a different country. Any dispute, controversy or claim arising out of or in relation to this Agreement terms, including the validity, invalidity, breach or termination thereof, will be subject to the exclusive jurisdiction of the ordinary courts of England.

### **Compliance**

You will comply with all applicable laws and regulations (including U.S. sanctions or export controls laws) and will not, without prior government authorization, export, re-export, or transfer the Crucible IP or any other Crucible products, services or technology, either directly or indirectly, in violation of such laws and regulations (including to any sanctioned or restricted entities). Further, you represent and warrant that you (i) are not being listed or being associated with any person or entity being listed on the UK's List of Sanctioned Individuals, Entities and Organizations, or any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List or the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, (ii) you are not and have not been involved in any type of activity associated with money laundering,

terror financing, or any other applicable anti-corruption or anti bribery legislation, nor was ever subject, to any investigation by, or have received a request for information from any governmental body relating to corruption or bribery, (iii) are not person or entity directly or indirectly controlling, controlled by or under common control with a person identified as a terrorist or terrorist organization on any relevant lists maintained by governmental authorities, (iv) will not use the portal if any applicable laws in your country prohibit you from doing so in accordance with this Agreement.

## Communications

By accepting this Agreement, you (a) consent to receive electronic communications from us, whether via email or posting on the portal or other reasonable means, and (b) agree that this Agreement and any related notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications must be in writing.

## General Provisions

This Agreement is personal to you, and you may not assign or delegate your rights and/or duties under this Agreement to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right to seek an injunction, if necessary, to stop or prevent a breach of your obligations under this Agreement. Any delay or failure by us to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is in writing, and signed by us. No waiver of any breach or default in one instance will constitute a waiver of any subsequent breach or default. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the provision of this Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement (along with any other agreements, guidelines or documents referenced herein) constitutes the entire agreement between us with regard to the matters described in this Agreement.

## Class Action Waiver

Any claim or dispute arising under this Agreement terms will take place on an individual basis without resort to any form of class or representative action (the "**Class Action Waiver**"). This class action waiver precludes any Party from participating in or being represented in any class or representative action regarding a claim. Regardless of anything else in this terms to the contrary, the

validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator, and you acknowledge that this Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is non-severable from these terms.

## Contact Us

Questions? Email [accounts@crucible.network](mailto:accounts@crucible.network)