

# Terms and Conditions: ROSE Wallet

**Last Updated: April 18, 2024**

Please read these Terms and Conditions (these “Terms”) carefully because they govern your access to and use of the ROSE Wallet application (as defined below), including the ROSE Wallet browser extension and related services (collectively, the “Services”) as made available on our website located at [wallet.oasis.io](https://wallet.oasis.io) (the “Site”) or other application marketplaces. The Services are offered by Oasis Protocol Foundation, a Singapore Public Company Limited by Guarantee (the “Company”, “we”, “our” or “us”). These Terms refer to any individual using the Services as “you” or “your”. If the Services will be used by or on behalf of an organization or company, the individual indicating acceptance of these Terms represents that he or she has the authority to bind that organization or company to these Terms, and “You” or “Your” as used in these Terms will refer to that entity.

**IMPORTANT NOTICE REGARDING ARBITRATION: THESE TERMS CONTAIN ADDITIONAL PROVISIONS APPLICABLE ONLY TO YOU. WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND OASIS PROTOCOL FOUNDATION THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 27 “HOW CAN WE RESOLVE DISPUTES?” BELOW FOR DETAILS REGARDING ARBITRATION.**

## **1. What is the scope of the Terms?**

- A. By accessing or using the Services, you agree that you have read, understood, and accept all of the terms and conditions contained in these Terms, as may be amended from time to time, which are hereby incorporated herein by reference. If you do not agree with

these Terms, you must not access or use the Services. These Terms supplement and do not supersede or replace the Terms of Service, Privacy Policy, and Cookie Policy posted on the Site or any other agreements between you and us.

- B. From time to time, we may change these Terms. If we do this, then we will publish those changes on the Site. It is important that you review these Terms each time you use or access the Services. If you continue to use or access the Services after we have posted updated Terms, you accept and agree to the changes, and you will be bound by those new terms the next time you use the Services. If you do not agree to any changes, you must not use or access the Services. Because the Services are evolving over time, we may change or discontinue all or any part of the Services at any time and without notice, at our sole discretion.

## **2. What do some of the capitalised terms mean in these Terms?**

- A. "Oasis Network" means the instantiation of the reference code for the decentralized, chronological ledger commonly known as the Oasis blockchain at <https://github.com/oasisprotocol/oasis-core>. Designed for the next generation of blockchain, the Oasis Network is the first privacy-enabled blockchain platform for open finance and a responsible data economy.
- B. "Supported Digital Assets" means the digital asset commonly referred to as ROSE and any other digital assets, including, without limitation, other Oasis Network-based digital assets, that we may, in our sole discretion, enable the ROSE Wallet to support.
- C. "Supported Protocols" means the Oasis Network and any other protocol that we may, in our sole discretion, enable the ROSE Wallet to support.
- D. "ROSE Wallet" means a non-custodial wallet for Supported Digital Assets that permits you to interface with the Oasis Network (and any other protocols we may, in our sole discretion, enable the Oasis

Wallet to support) to send, receive, stake, un-stake, delegate and undelegate Supported Digital Assets. Oasis Wallet includes any related browser extensions that we make available.

- E. "Oasis Account" means an account on the Oasis Network which corresponds to a public address on the Oasis Network.
- F. "Oasis Private Key" means a unique sequence of numbers, letters and/or symbols required to interact with an Oasis Account.
- G. "Credentials" means the valid security password associated with an Oasis Account, together with any associated account recovery mechanism (e.g., 24 word backup mnemonic phrase) and any other associated data securing the associated Oasis Account.
- H. "Force Majeure Event" means any event, circumstance or cause beyond our reasonable control, which prevents, hinders or delays the provision of the Services or makes their provision impossible or onerous, including, without limitation: (a) acts of God, flood, storm, drought, earthquake or other natural disaster; (b) epidemics or pandemics (for the avoidance of doubt, including the Coronavirus Pandemic and successors thereof); (c) terrorist attacks, hacking or cyber threats, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; or (d) equipment or software malfunction or bugs including network splits or forks or unexpected changes in Supported Protocols, as well as hacks, phishing attacks, distributed denials of service or any other security attacks.

### **3. What are the Features of the ROSE Wallet?**

The ROSE Wallet enables you to interface with the Oasis Network to:

- A. facilitate the creation of Oasis Account(s) and ongoing interaction with Oasis Account(s) on the Oasis Network through the Services, including delegating and un-delegating ROSE tokens; and
- B. access services, content, features, products, applications, smart contracts, or other functionality provided, owned or licensed by a third party ("Third Party Applications") designed to interoperate with

the Services.

#### **4. What kind of wallet is the ROSE Wallet?**

The ROSE Wallet is a non-custodial wallet for Supported Digital Assets. We do not hold or control your Supported Digital Assets. ROSE Wallet is only an interface to the Oasis Network (and any other Supported Protocols) and does not operate the Oasis Network (or any other Supported Protocols). We are unable to control the actions of others on the Oasis Network. When using the ROSE Wallet, you are interfacing with the Oasis Network. As such, you will not be able to reverse or cancel a transaction once you have confirmed through the ROSE Wallet that you wish to proceed with the transaction. Transactions on the Oasis Network are irreversible and, as such, we cannot assist you to reverse or modify any transactions.

We do not, through the Services generally or the ROSE Wallet specifically, provide any form of legal, financial, accounting, tax or other professional advice regarding transactions and their suitability to you.

You acknowledge that using digital assets (including Supported Digital Assets), their networks and protocols (including the Supported Protocols), involves serious risks. While we have included several examples of the risks of digital assets below, and we may alert you of additional risks from time to time, we have no responsibility to alert you to all of the attendant risks. We have no control over, and make no representations regarding, the value of the Supported Digital Assets, or the security of the Supported Protocols. It is your duty to learn about all the risks involved with the Supported Digital Assets, the Supported Protocols, and the ROSE Wallet. Examples of these risks include, without limitation:

- The value of digital assets, including Supported Digital Assets, can change rapidly, increase or decrease unexpectedly, and potentially even fall to zero.
- Transactions using digital assets, including Supported Digital Asset transactions using the ROSE Wallet, may be delayed and may never complete.
- If you send unsupported digital assets to your ROSE Wallet account, your digital assets may be lost entirely and may not be recoverable.

- Transactions involving Supported Digital Assets, including transactions made using the ROSE Wallet, are irreversible and if sent to a wrong, erroneous or incompatible account or address, your Supported Digital Assets cannot be retrieved and will be irreversibly lost.

## **5. Who is responsible for the security of your Private Keys, backup mnemonic phrases or other credentials?**

- A. **YOU** ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR OASIS ACCOUNT, ANY ASSOCIATED CREDENTIALS INCLUDING ANY SECURITY PASSWORDS, BACKUP MNEMONIC PHRASES AND/OR OASIS PRIVATE KEYS. FAILURE TO DO SO MAY RESULT IN THE THEFT, MISAPPROPRIATION OR OTHER LOSS OF ANY AND ALL DIGITAL ASSETS ASSOCIATED WITH YOUR OASIS ACCOUNT(S).
- B. You are responsible for implementing all appropriate measures for securing any Oasis Account you use, including any Credentials or and any other data that can be used to access the ROSE Wallet or Oasis Account.
- C. You acknowledge and agree that you are solely responsible for evaluating and adopting security procedures to secure and recover your Oasis Account and any Supported Digital Assets associated therewith. As such, you agree that we shall not be liable for any failure of any security procedures or any other acts or omissions which may result in your loss of access to your Oasis Account or associated Supported Digital Assets.
- D. We do not receive or store your Credentials (as defined below). Therefore, we cannot assist you with the retrieval of Credentials if you lose them. You are solely responsible for remembering your Credentials. If you have not safely stored a backup of any Credentials, you accept and acknowledge that any Supported Digital Assets you have associated with your Account will become inaccessible if you do not remember your Credentials.

## 6. Are you eligible to use the Services?

- A. THE SERVICES ARE NOT AVAILABLE TO PERSONS UNDER THE AGE OF 13, or in certain jurisdictions, under 16 (“Minors”) and we do not knowingly collect information from Minors. If you are between 13 (or 16 in certain jurisdictions) and 18, you must have permission from your legal guardian before you are permitted to use the Services.
- B. You must have the full right, power, and authority to enter into and comply with these Terms on behalf of yourself and any company or legal entity for which you may access or use the Services. Furthermore, the Services are not available to any User previously removed from the Services by us.
- C. The Services are operated out of the Cayman Islands. The Services may not be available or appropriate for use in other jurisdictions. You must not use the Services if your use of them would be illegal or otherwise violate any law you are subject to. We are not liable for your compliance with such laws.
- D. You must not be, and will not be, located in any jurisdiction that is the subject of an embargo by the United States, the United Kingdom, the European Union and the Cayman Islands, and you are not listed on any list of prohibited or restricted parties by those foregoing. By using the Services, or any part thereof, you represent and warrant that: (i) you are not a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, the United Kingdom, and the European Union or any other relevant jurisdiction; and (ii) you do not appear on HMT Sanctions List, the U.S. Treasury Department’s Office of Foreign Asset Control’s sanctions lists, the U.S. commerce department’s consolidated screening list, the EU consolidated list of persons, groups or entities subject to EU Financial Sanctions, nor do you act on behalf of a person sanctioned thereunder.
- E. You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any transaction initiated via the Services, for instance, if you mistype a recipient’s wallet address or otherwise

provide incorrect information. You agree to review your transactions carefully before completing them via the Services.

## **7. How do you access the services?**

- A. You hereby accept and acknowledge that you will take responsibility for all activities that occur under your Oasis Account and accept all risks of any authorized or unauthorized access to your Oasis Account, to the maximum extent permitted by law.
- B. We may, in our sole discretion, with or without prior notice and at any time, suspend, modify or terminate, temporarily or permanently, all or any portion of the Services, with or without reason, including, without limitation, for any of the following reasons: (i) you create risk or possible legal exposure for us; (ii) our provision of the Services, or any part thereof, to you is no longer commercially viable; and (iii) if you breach these Terms.

## **8. What licenses and access do we grant to you?**

- A. All intellectual property rights in the ROSE Wallet and the Services throughout the world belong to us and/or our licensors and the rights in the Services and the Services are only licensed to you. Nothing in these terms gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by accessing or using the Wallet, the Services, or any portion thereof.
- B. The Services may contain code, commonly referred to as open source software, which is distributed under open source license terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor ("Open Source Software"). To the extent that the Services contain any Open Source Software, that element only is licensed to you under

the relevant licence terms of the applicable third party licensor (“Open Source Licence Terms”) and not under these Terms, and you accept and agree to be bound by such Open Source Licence Terms.

## **9. What can you expect from the Services and can we make changes to them?**

- A. Except as set out in these Terms, we do not warrant, represent or guarantee that the Services will be accurate, complete, correct, reliable, fit for purpose, secure or free from weaknesses, vulnerabilities or bugs.
- B. You understand and accept that you use the Services at your own risk.
- C. To the fullest extent permitted by law, we provide the Services to you “as is” and “as available” without any warranty, representation or assurance (whether express or implied) in relation to merchantability, fitness for a particular purpose, availability, security, title or non-infringement.
- D. We reserve the right to change the format and features of the Services by making any updates to Services or, where your device settings permit it, by automatic delivery of updates.
- E. We may cease to provide and/or update content to the Services, with or without notice to you, if it improves the Services we provide to you, or we need to do so for security, legal or any other reasons.

## **10. Do we have any fiduciary duties to you?**

These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further



agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

## **11. What about third-party risk and the terms of third party providers?**

- A. We do not own or control the Oasis Network or any other Supported Protocol. The Oasis Network, along with any other Supported Protocol, may be subject to changes (e.g., forks) and such changes may materially impact the function, value, or name of Supported Digital Assets. You acknowledge and agree that: (i) we are not responsible for the operation of any Supported Protocol and we make no guarantee of their functionality, security or availability; and (ii) we may temporarily or permanently discontinue support of any Supported Protocol or Supported Digital Asset.
- B. The Services rely in part on third party and open-source software, including the Oasis Network and any other Supported Protocols, and the continued development and support by third parties. There is no assurance or guarantee that those third parties will maintain their support of their software or that open source software will continue to be maintained. This may have a material adverse effect on the Services.
- C. In connection with your use of the Services, you may be offered or made aware of services, content, features, products, Third Party Applications, offers and promotions providers by third parties (collectively, "Third Party Services"). Our inclusion or promotion of Third Party Services does not reflect a sponsorship, endorsement, approval, or verification by us. Your use, access, and exchange of data with any Third Party Services is at your own risk and subject to terms and conditions between you and the provider of the Third Party Services. We do not warrant any Third Party Services in any way.

## **12. Can your Data Privacy be ensured?**

- A. The Services are built to utilize the Oasis Network. Accordingly, by design, and practically, the records cannot be changed or deleted and are said to be 'immutable.' This may affect your ability to exercise your rights such as your right to erasure ('right to be forgotten'), or your rights to object or restrict processing of your personal data. Data on the Oasis Network cannot be erased and cannot be changed.
- B. In order to comply with some of our contractual obligations to you, it will be necessary to write certain personal data, such as your Oasis Account, onto the Oasis Network.
- C. The ultimate decisions to (i) transact on the Oasis Network using your Oasis Account, as well as (ii) share the public key relating to your Oasis Account address with anyone (including us) rests with you.
- D. When using the ROSE Wallet, we may collect and process personal data, including your Oasis Account and any associated information, Transactions made with the ROSE Wallet, balances of Supported Digital Assets are stored within the ROSE Wallet.
- E. **IF YOU WANT TO ENSURE YOUR PRIVACY RIGHTS ARE FULLY AVAILABLE, YOU SHOULD NOT TRANSMIT ON THE OASIS NETWORK AS CERTAIN RIGHTS WILL NOT BE FULLY AVAILABLE OR EXERCISABLE BY YOU OR US.**
- F. For more information please also refer to our Privacy Policy.

### **13. What else do you agree, warrant and represent?**

You agree not to do any of the following:

- A. Use, display, mirror or frame the Services or any individual element within the Services, the Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Company's express written consent;
- B. Access, tamper with, or use non-public areas of the Services, our

computer systems, or the technical delivery systems of our providers;

- C. Attempt to probe, scan or test the vulnerability of the Services, or any of our systems or networks or breach any security or authentication measures;
- D. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Services;
- E. Attempt to access or search the Services or download any information from the Services, through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or available through the Services;
- F. Use or access the Services for the purpose of sending any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- G. Use any meta tags or other hidden text or metadata utilizing any of our trademarks, logos, URLs, or product name without our express written consent;
- H. Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- I. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- J. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- K. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- L. Collect or store any personally identifiable information from the

Services from other users of the Services without their express permission;

- M. Impersonate or misrepresent your affiliation with any person or entity;
- N. Use the Services for activities that are unlawful or fraudulent or have such purpose or effect or otherwise support any activities that breach applicable local, national or international law or regulations;
- O. Use the Services to store, trade or transmit Supported Digital Assets that are proceeds of criminal or fraudulent activity.
- P. Use the Services for activities that are unlawful or fraudulent or have such purpose or effect or otherwise support any activities that breach applicable local, national or international law or regulations;
- Q. Use the Services or interact with the Services in a manner that violates any law or regulation, including, without limitation, any applicable export control laws; or
- R. Encourage or enable any other individual to do any of the foregoing.

Although we are not obligated to monitor access to or use of the Services, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

#### **14. What if you breach these Terms or we incur damages in connection with your use of the Services?**

- A. You will indemnify and hold the Company and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, or (b) your violation of these Terms.

- B. You agree that you will be liable for any losses sustained by us as a result of your breach of these Terms and will compensate us in full for any such losses.
- C. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you pursuant to paragraph 1 of this section and, in such case, you agree to cooperate with us in the defence of such matter.
- D. The indemnity set out in this clause is in addition to, and not in lieu of, any other remedies that may be available to us under applicable law.

## **15. What about our liability to you?**

- A. IF YOU DELEGATE ANY SUPPORTED DIGITAL ASSETS TO THIRD PARTY VALIDATORS ON THE OASIS NETWORK, THERE IS NO ASSURANCE THAT ANY SUCH THIRD PARTY VALIDATOR WILL FUNCTION OR OPERATE AS EXPECTED. YOU MAY NOT RECEIVE ANY REWARDS REGARDLESS OF THE AMOUNT OF TIME OR THE NUMBER OF SUPPORTED DIGITAL ASSETS THAT ARE STAKED OR DELEGATED TO A THIRD PARTY VALIDATOR. IN ADDITION, YOUR DELEGATED SUPPORTED DIGITAL ASSETS MAY BE SUBJECT TO VALIDATOR FEES, SLASHING OR OTHER LOSSES, INCLUDING A TOTAL LOSS, DUE TO SOFTWARE BUGS, ERRORS, TECHNICAL DIFFICULTIES, OR OTHER ACTIONS OR OMISSIONS OF A THIRD PARTY VALIDATOR. THE COMPANY BEARS NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO ANY DECISION MADE BY YOU TO STAKE OR DELEGATE YOUR SUPPORTED DIGITAL ASSETS TO ANY THIRD PARTY STAKING SERVICE PROVIDER, OR ANY LOSSES, DAMAGES OR LIABILITIES ARISING THEREFROM.

You further hereby acknowledge that certain Supported Digital Assets impose bonding, un-bonding, lockup and/or any other restrictions (collectively, "Network Restrictions") on staking or delegating digital assets, and that any Supported Digital Assets that you stake or delegate shall be subject to such restrictions. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE MADE YOUR

OWN INDEPENDENT INVESTIGATION, REVIEW AND ANALYSIS OF THE APPLICABLE NETWORK RESTRICTIONS FOR EACH SUPPORTED DIGITAL ASSET.

- B. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YOU UNDERSTAND AND EXPRESSLY ACCEPT THAT YOU HAVE NOT RELIED ON ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR WARRANTIES BY THE COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, ADVISORS OR OTHER AGENTS OUTSIDE OF THESE TERMS, INCLUDING BUT NOT LIMITED TO CONVERSATIONS OF ANY KIND, WHETHER THROUGH ORAL OR ELECTRONIC COMMUNICATION, OR ANY WHITE PAPER RELATING TO ANY SUPPORTED DIGITAL ASSET.
- C. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR YOUR SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL OUR TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED

ONE HUNDRED DOLLARS (\$100).

- D. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

## **16. What about viruses, bugs and security vulnerabilities?**

- A. We do not guarantee that the Services will be secure or free from bugs, security vulnerabilities or viruses.
- B. You are responsible for configuring your information technology and computer programs to access the Services and to use your own virus protection software.
- C. If you become aware of any exploits, bugs or vulnerabilities, please file an issue at <https://github.com/oasisprotocol/oasis-core> or let us know via our community slack channel in Section 26 below.
- D. You must not misuse the Services by knowingly introducing material that is malicious or technologically harmful. If you do, your right to use the Services will cease immediately.

## **17. Can you link to our Interfaces?**

- A. You may link to our published application programming interfaces (“Interfaces”), provided you do so in a way that is fair and legal and does not damage our reputation. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the Services in any application that is not owned by or licensed to you.
- B. Our Interfaces must not be framed on any other graphical user interface, nor may you create a link to any part of our graphical user interface other than the home page <https://wallet.oasis.io>. We

reserve the right to withdraw linking permission without notice.

- C. The graphical user interface or application in which you are linking must comply in all respects with the content standards set out in these Terms. If you wish to link to or make any use of content on our Interface other than that set out above, please contact [legal@oasisprotocol.org](mailto:legal@oasisprotocol.org).

## **18. What if an event outside our control happens that affects the Services?**

We may update and change the Services from time to time. We may suspend or withdraw or restrict the availability of all or any part of the Services for business, operational or regulatory reasons or because of a Force Majeure Event at no notice.

We shall not be liable or responsible to you, or be deemed to have defaulted under or breached these Terms, for any failure or delay in the provision of the Services or the performance of these Terms, if and to the extent such failure or delay is caused by or results from or is connected to acts beyond our reasonable control, including the occurrence of a Force Majeure Event.

## **19. Who is responsible for your tax liabilities?**

You are solely responsible for determining and paying any taxes, levies or similar governmental assessments of any nature (collectively, "Taxes") associated with your use of the Services. By using the Services, you agree not to hold us liable for any tax liability associated with or arising from your access or use of the Services or any other action or transaction related thereto.

## **20. What if part of these Terms are determined to be invalid?**

If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum



extent permissible and the other provisions of these Terms will remain in full force and effect.

## **21. What if we do not enforce certain rights under these Terms?**

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Oasis Protocol Foundation. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## **22. Do third parties have rights?**

Unless it expressly states otherwise, these Terms do not give rise to any third party rights, which may be enforced against us.

## **23. Can these Terms be assigned?**

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and insure to the benefit of the parties, their successors and permitted assigns.

## **24. Which clauses of these Terms survive termination?**

Upon cancellation, suspension, or termination of the Services, the provisions that by their nature are intended to survive termination will survive including, without limitation, the following sections: 1, 2, 5, paragraph 3 of section 7, 9-15, and 18-28.

## 25. Which laws apply to these Terms?

See section 27 of these Terms for information on dispute resolution.

## 26. How can you get support for the ROSE Wallet and tell us about any problems?

If you want to learn more about the ROSE Wallet or the Services have any problems using them, or have any complaints, please get in touch with us via any of the following channels:

- Email: [info@oasisprotocol.org](mailto:info@oasisprotocol.org)
- Github:  
<https://github.com/oasisprotocol/oasis-wallet-ext>  
<https://github.com/oasisprotocol/oasis-wallet-web>
- Community Discord: <https://oasis.io/discord>

## 27. How can we resolve disputes?

We believe most disagreements can be resolved informally and efficiently by contacting our customer support. If the dispute is not resolved through customer support, you and we agree that any such dispute, claim or controversy arising out of or relating in any way to the Services or these Terms, including any question regarding the existence, validity or termination of these Terms (the "Dispute"), will be determined in accordance with the following of this Paragraph 27.

27.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of Singapore.

27.2 Dispute Resolution.

(a) In the event of any Dispute arising out of or in connection with these Terms, a party to these Terms ("Party") may give notice to the other Party to submit the Dispute to mediation to the Singapore Mediation Centre ("SMC").

(b) If the Parties agree to submit such Dispute to SMC, the Parties will have 30

days from the date of submission of such Dispute to SMC to resolve such Dispute in accordance with SMC's Mediation Procedure in force for the time being. Unless otherwise agreed by the Parties, SMC will appoint the mediator(s), and the mediation will take place in Singapore in the English language and the Parties shall be bound by any settlement agreement reached.

- (c) If the Parties do not agree to submit the Dispute to SMC or the Parties are unable to resolve the Dispute through mediation during the period set out in Paragraph 27.2(b), in such case, the Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC ("Rules") for the time being in force, which Rules are deemed to be incorporated by reference in this Paragraph 27 excluding such Rules related to Multiple Contracts, Joinder of Additional Parties and Consolidation, or similar Rules. No arbitration shall resolve any dispute arising out of or in connection with more than one Oasis Account. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The International Arbitration Act, Chapter 143A of Singapore, shall apply to the arbitration.

## **28. Is this all?**

- A. Oasis Protocol Foundation and its licensors exclusively own all rights, titles and interests in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the Republic of Singapore and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.
- B. These Terms constitute the entire and exclusive understanding and agreement between you and us regarding the Services, superseding and replacing all prior oral or written understandings or agreements.
- C. Any notices or other communications provided by Oasis Protocol Foundation under these Terms will be given (i) via email or (ii) by posting to the Services. For notices made by email, the date of receipt will be**

**deemed the date on which such notice is transmitted.**

D. If you have any questions about these Terms or the Services, please contact the Oasis Protocol Foundation at:

AStar Technologies

Governors Square, 23 Lime Tree Bay Avenue, PO Box 10176

Grand Cayman, KY1-1002 Cayman Islands