

## **SSUDO Lockdrop Terms of Service**

Last Updated: January 2023

This Terms of Service (“Agreement”) is a binding contract between you, an individual or entity user or authorized representative of such user (“you”) and Sudorandom Labs Inc., a Delaware corporation (“Sudorandom”) (also herein referred to as “we,” “us” or “our”). This Agreement governs your use of any website that links to these terms, including sudoswap.xyz/#/lockdrop (and all related subdomains) (“Site”), to participate in the distribution of SUDO tokens (“\$SUDO”). Your sole and exclusive counterparty to this Agreement is Sudorandom.

In addition to providing access to our Site, we may (but do not necessarily) perform KYC/AML compliance procedures, as well as geoblocking and other risk management procedures; and such other additional actions as Sudorandom may perform from time to time. Sudorandom is not a bank, broker-dealer, tax advisor, or investment adviser and does not offer these or any related services.

**BY ACCESSING OR USING THE SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT INCLUDING THOSE RELATED TO LIMITATIONS OF LIABILITY AND ARBITRATION. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO, AND MUST NOT, ACCESS THE SITE.**

### **Part 1: General Use**

- 1 **Eligibility.** To be eligible to use our Site you must be at least 18 years old or at least the age of majority in your jurisdiction, have the full right, power, and authority to enter into and comply with the terms and conditions of this agreement on behalf of yourself and any company or legal entity, and meet other threshold criteria as determined by Sudorandom in its sole discretion. For example, we prohibit certain types of entities and individuals from using our Site including, but not limited to, foreign financial institutions, foreign shell banks, private banking accounts, senior foreign political figures, FINRA employees, US broker-dealer employees, and residents or citizens of Prohibited Jurisdictions. For purposes of these Terms and Conditions, Prohibited Jurisdictions include, but are not limited to, Cuba, Iran, Syria, North Korea, Crimea and Sevastopol, Donetsk People’s Republic, and Luhansk People’s Republic of Ukraine. We may use measures to prevent access to the Site by users with IP addresses located in Prohibited Jurisdictions; for the avoidance of doubt, by accessing the Site, you represent and warrant that you are not a citizen, resident, or otherwise present in a Prohibited Jurisdiction.
- 2 **Amendments.** We may amend, modify, or add terms to this Agreement by posting it on the Site or emailing the revised Agreement to you, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Site. You agree that we shall not be liable to you or any third party for any modification or termination of the Site, or suspension or termination of your access to the Site, except to the extent otherwise expressly set forth herein.
- 3 **Risks.** You agree and understand that your access and use of the Site is at your own risk. Risks include, but are not limited to substantial or total loss when acquiring \$SUDO; legislative and regulatory changes or actions that may adversely affect the use, transfer, exchange and value of \$SUDO acquired; \$SUDO are not insured by the United States Federal Deposit Insurance Corporation (“FDIC”) or United States Securities Investor Protection Corporation (“SIPC”) and do not receive any other similar protections in other jurisdictions; and the protocol to which \$SUDO relates may have an increased risk of fraud or cyberattack. Sudorandom makes no representations regarding the likelihood or probability that your participation on the Site will achieve a particular outcome or goal.

You are fully responsible for all activities conducted by you utilizing the Site. Always access the

Site directly at <http://sudorandom.xyz/#/> to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice. Sudorandom shall not bear any liability, whatsoever, for any damage(s) or interruption(s) caused by but not limited to any phishing, spoofing, computer virus, or other malicious code(s) that may affect your computer or other devices used by you to access and utilize the Site. You agree to use software which may include virus screening and other malware prevention software to protect your device(s). Please be aware that SMS and email services are vulnerable to spoofing and phishing attacks and you should use care in reviewing messages purporting to originate from Sudorandom. Sudorandom will NEVER call or direct message you via social media or ask for permission to remote into your device(s). Always review your transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

## **Part 2: LIMITATION OF LIABILITY; NO WARRANTY**

**IN NO EVENT SHALL SUDORANDOM, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH EITHER THE AUTHORIZED OR UNAUTHORIZED USE OF THE SITE, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF AN SUDORANDOM REPRESENTATIVE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF SUDORANDOM'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW OR EXCEPT IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUDORANDOM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SUDORANDOM DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE SITE, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE AND WILL NOT BE LIABLE FOR ANY LOSSES RELATING THERETO.**

## **Part 3: Third Party Digital Asset Wallets**

- 1 General. Digital asset wallets are provided by third-party providers which are not owned or controlled by Sudorandom. Through these third-party wallets, users may monitor the storage, tracking and management of \$SUDO contained in a digital asset wallet. You will have the ability to receive \$SUDO distributed in the lockdrop utilizing your digital asset wallet. You may not transfer \$SUDO or any other digital asset from, or receive \$SUDO to, accounts held by third parties.
- 2 Supported Blockchains. The Site and the smart contracts to which it relates are available only in connection with those blockchains and protocols that Sudorandom, in its sole discretion, supports. *Under no circumstances should you attempt to use your wallet to store, send, request, or receive digital assets pursuant to the lockdrop that we do not support. We assume no responsibility in connection with any attempt to use your wallet with digital assets that we do not support.*

#### **Part 4: Transactions and the Distribution Process**

- 1 Digital Asset Transactions. We do not process transactions directly. Rather, smart contracts deployed on public blockchains process transactions according to the instructions you submit to them utilizing information provided by the Site. We do not guarantee the identity of any user, receiver, or other party; therefore, you should verify that all information is correct prior to broadcasting a transaction. We cannot reverse blockchain transactions; therefore, if you submit a transaction, that transaction will be irrevocable and final unless reverted by the network.
- 2 Operation of Digital Asset Protocols. Sudorandom does not own or control the underlying software protocols that govern the operation of the SudoSwap platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using the Site, you acknowledge and agree (i) that we are not responsible for operation of the SudoSwap protocol and that we make no guarantee of its functionality, security, or availability; and (ii) that the SudoSwap protocol is subject to sudden changes in operating rules (including “forks”) that could materially affect the value, function, name, and other attributes of \$SUDO. You acknowledge and accept the risks of operating changes to the SudoSwap protocol and agree that Sudorandom is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes.
- 3 Distribution Processes. Sudorandom may facilitate your acquisition of \$SUDO by deploying smart contracts to facilitate the distribution of \$SUDO. Sudorandom will not receive remuneration for doing so. You and all users, including Sudorandom and its associated persons, are strictly prohibited from engaging in fraudulent or manipulative activity including, but not limited to, insider trading.
- 4 Lockdrop. If you are eligible, you may acquire \$SUDO by transferring \$XMON tokens (the “Transferred Assets”) to the smart contract(s) deployed by Sudorandom to facilitate the distribution of \$SUDO (such transferors, “Participants”) as an indication of the Participants’ intention to participate in \$SUDO governance. Users will have a specified period during which \$XMON may be transferred to the smart contract(s) (the “Transfer Period”).  
  
During and following the Transfer Period, \$SUDO will be distributed to Participants at a rate of 10,000 \$SUDO for every one \$XMON transferred to the smart contract(s) (the “Distribution”). The Transferred Assets will be returned to the Participant after a period of one month beginning at the time the smart contract implementing the Lockdrop is deployed, as determined based on the time the block containing the deployment transaction is confirmed by the Ethereum blockchain. You may not specify alternative digital asset wallets for such return; therefore, careful consideration should be given to the originating digital asset wallet. Sudorandom will not be responsible for any loss related to such digital assets being returned to a digital asset wallet that does not support the returned Transferred Assets.
- 5 Reversals, Cancellations. You cannot cancel, reverse, or change any transaction confirmed by the Ethereum blockchain. Sudorandom will not be responsible for any errors in such transactions, including (but not limited to) transfers by users of assets other than \$XMON to the lockdrop smart contract(s).
- 6 Fees and Other Remuneration. We do not receive any fees related to activities conducted on the Site or relevant to the lockdrop. The Site is provided for information purposes only.

#### **Part 5: General Provisions**

- 1 Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Site, and related content, materials, information (collectively, the “Content”) solely for approved purposes as permitted by Sudorandom from time to time. Any other use of the Site or Content is expressly prohibited and all other right, title, and interest in the Site or Content is exclusively the property of Sudorandom and its licensors. You

agree you will not copy, transmit, distribute, sell, license, reverse engineer, delete or modify, interfere with, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

- 2 Website Accuracy. The Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, such as, but not limited to, information regarding our policies and products. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including, without limitation, websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Site.
- 3 Third-Party Applications. If you grant express permission to a third party to access or connect to use our Site on your behalf, you acknowledge that granting permission does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of such third party. Further, you acknowledge and agree that you will not hold Sudorandom, its affiliates, and service providers responsible for, and will indemnify them from, any liability arising out of or related to any act or omission of any third party. You are solely responsible for managing any such permissions and/or connections.
- 4 Prohibited Use. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. If we determine, in our sole and absolute discretion, that your use of the Site is associated with an illegal or prohibited activity, we reserve the right to take any action we deem necessary or appropriate. We reserve the right to take any of these actions immediately, indefinitely, and without notice to you.
- 5 Suspension, Termination, and Cancellation. Sudorandom may suspend, restrict, or terminate your access to the Site if: we are so required by a facially valid subpoena, court order, or binding order of a government authority; your use of the Site is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity; or you take any action that Sudorandom deems as circumventing our controls, including, but not limited to, utilizing a Virtual Private Network to access the Site and/or participating in a Distribution. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our compliance with applicable law and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.  
  
If Sudorandom terminates or blocks your use of the Site for any reason, we will attempt to provide you with notice of our actions unless a law, rule, regulation, court order or other legal requirement or regulatory process prohibits Sudorandom from providing you with such notice. You acknowledge that Sudorandom's decision to take certain actions, including limiting access to the Site may be based on confidential criteria that are essential to Sudorandom's risk management and security protocols. You agree that Sudorandom is under no obligation to disclose the details of its risk management and security procedures to you.
- 6 Relationship of the Parties. Sudorandom is an independent contractor for all purposes. Nothing in this Agreement shall deem or cause you and Sudorandom to be treated as partners, joint venturers, or otherwise as joint associates for profit.
- 7 Privacy of Others. If you receive information about another user through Sudorandom, you must keep the information confidential and only use it in connection with the Site. You may not

disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so.

- 8 **Taxes and W-9 Certification.** You acknowledge that it is your sole responsibility to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. Further, you understand and acknowledge that Sudorandom does not provide tax or legal advice and that Sudorandom will report certain transactions to the Internal Revenue Service to the extent and manner in which it is required to do so by law.

The tax treatment of transactions involving interactions with smart contract(s) underlying the lockdrop may be unsettled and will likely vary based on jurisdiction. Please consult with a local tax advisor regarding the potential tax impact to you of participating in the lockdrop. Sudorandom is not responsible for any loss or taxes relevant to your participation in the lockdrop.

Sudorandom may also undertake to disclose additional information about activities on its Site to relevant authorities if and when appropriate to do so, as Sudorandom determines in its sole and absolute discretion.

## **Part 6: Customer Feedback, Queries, Complaints, and Dispute Resolution.**

- 1 **Arbitration.** The parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, enforcement, interpretation or validity thereof, including the determination of the scope and applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment rendered in the arbitration will be deemed binding and final, judgment on the award may be entered into any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If we cannot find a mutually agreeable resolution, you and we agree that any dispute arising under this Agreement shall be finally settled in binding arbitration, on an individual basis, conducted by a single, neutral arbitrator in San Francisco, California in accordance with the JAMS rules for arbitration of consumer-related disputes (accessible at <https://www.jamsadr.com/rules-comprehensive-arbitration>).

The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding in a court. We will pay additional fees or costs if required to do so by the rules or applicable law. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

Unless specifically excepted in this Part 6, each Party will be responsible for any other fees or costs that the Party may incur. If a court decides that any provision of this Part 8 is invalid or unenforceable, that provision shall be severed and the other parts of this section and the remainder of this Agreement will continue to apply.

3. **Exceptions.** Notwithstanding Part 6 (2), nothing in this Agreement will be deemed to waive, preclude or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) file suit in a court of law to address an intellectual property infringement claim.

4 Waiver. YOU ACKNOWLEDGE AND AGREE THAT BY ENTERING THIS AGREEMENT:

- YOU AND SUDORANDOM EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION; AND
- TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION.

**Part 7: Risk Disclosure**

**Important Information on Cryptocurrency and Digital Asset Risk**

Sudorandom does not provide investment, legal, or tax advice, and we provide this information for educational purposes only and all users of \$SUDO are encouraged to conduct their own due diligence before buying, selling, trading, or otherwise acquiring (e.g., through the lockdrop) \$SUDO. You must evaluate your particular financial circumstances to determine whether or not acquiring \$SUDO is appropriate for you. You should not invest funds in \$SUDO that you cannot afford to lose. The trading of cryptocurrencies can result in substantial losses, including most if not all of your investment.

POTENTIAL USERS OF \$SUDO SHOULD BE FOREWARNED OF A POSSIBLE FINANCIAL LOSS AT THE TIME THAT SUCH CURRENCIES ARE EXCHANGED FOR FIAT CURRENCY DUE TO AN UNFAVORABLE EXCHANGE RATE. A FAVORABLE EXCHANGE RATE AT THE TIME OF EXCHANGE CAN RESULT IN A TAX LIABILITY. PLEASE CONSULT YOUR TAX ADVISOR REGARDING ANY TAX CONSEQUENCES ASSOCIATED WITH YOUR HOLDING OR USE OF DIGITAL OR VIRTUAL CURRENCIES.

**Insurance**

Self-hosted wallets and smart contracts holding cryptocurrencies are not protected by insurance coverage. Existing insurance products are inadequate to cover potential losses if an exchange fails and/or digital wallets are hacked.

**Cryptocurrency and Digital Asset Features**

Initially upon deployment, \$SUDO's underlying programming will restrict transfers of any kind. In the future, a governance vote may be held to permit the transferability of \$SUDO. As such governance vote is not guaranteed to occur, there is no guarantee \$SUDO will ever become transferable.

To the extent such a governance vote is held and passes, the following risk factors would become relevant with respect to \$SUDO.

\$SUDO is a digital representation of value that functions as a medium of exchange, a unit of account, or a store of value, but does not have legal tender status. \$SUDO may sometimes be exchanged for U.S. dollars or other fiat currencies around the world, but it is not generally backed or supported by any government or central bank. Its value is completely derived by market forces of supply and demand, and it is more volatile than traditional currencies.

\$SUDO are subject to changes or may otherwise cease to operate as expected due to changes made to its underlying technology, changes made using its underlying technology, or changes resulting from an attack. These changes can include, but are not limited to, forks, rollbacks, airdrops, or bootstraps and may cause changes that may prevent the access of your \$SUDO. A digital asset that experiences a fork can have a negative impact on the value of a particular cryptocurrency and can result in the loss or cancellation of a cryptocurrency position or a sudden loss of value. The ability to participate in forks could also have implications for investors. For example, a market participant holding a cryptocurrency position through a

cryptocurrency exchange may be adversely impacted if the exchange does not allow its customers to participate in a fork that creates a new product.

### **Market and Price Volatility**

As noted above, it is uncertain whether \$\$SUDO will ever become transferable or liquid. To the extent it does become transferable, the volatility and unpredictability of the price of \$\$SUDO relative to fiat currencies may result in significant loss over a short period of time.

\$\$SUDO has no intrinsic value and there is no investment underlying \$\$SUDO. The secondary market price of \$\$SUDO is based on the agreement of the parties to a transaction, which may or may not be based on the market value of \$\$SUDO at the time of the transaction.

Whether \$\$SUDO becomes transferable and has a market price, and whether the future market price for \$\$SUDO will move up or down or even sustain a market value, is a speculation and unknowable. It's important to know that \$\$SUDO may not be listed on any exchange or other platform; therefore, it is not guaranteed that \$\$SUDO acquired in the Distribution will be liquid. Sudorandom has not and will not seek to establish or otherwise facilitate any such markets or listings.

### **Potential for Fraud and Cybersecurity Risks**

Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. The nature of cryptocurrency may lead to an increased risk of fraud or cyberattack. Cryptocurrency balances are generally maintained as an address on the blockchain and are accessed through private keys, which may be held by a market participant or a custodian. Although cryptocurrency transactions are typically publicly available on a blockchain or distributed ledger, the public address does not identify the controller, owner or holder of the private key. Unlike bank and brokerage accounts, cryptocurrency exchanges and custodians that hold cryptocurrencies do not always identify the owner. The opaque underlying spot market poses asset verification challenges for market participants, regulators and auditors and gives rise to an increased risk of manipulation and fraud, including the potential for Ponzi schemes, bucket shops and pump and dump schemes, which may undermine market confidence in a cryptocurrency and negatively impact its price.

### **Regulatory and Legal**

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of \$\$SUDO. In addition, cryptocurrency markets and exchanges are not regulated with the same controls or customer protections available in equity, option, futures, or foreign exchange investing. There is no assurance that a person who accepts \$\$SUDO as payment today will continue to do so in the future, and there may be few, if any, options regarding legal recourse.

### **Transaction and Other Fees**

Many cryptocurrencies allow market participants to offer miners (i.e., parties that process transactions and record them on a blockchain or distributed ledger) the ability to earn a fee. While not mandatory, a fee is generally necessary to ensure that a transaction is promptly recorded on a blockchain or distributed ledger. The amounts of these fees are subject to market forces, and it is possible that the fees could increase substantially during a period of increased activity or volatility.

### **No Ongoing Management**

Consistent with the goals of community governance, after the Distribution, neither Sudorandom and its service providers nor any other group, entity, or individual should be expected to have a material ongoing role in maintenance, research, development, or promotion of networks and/or protocols relating to the \$\$SUDO distributed. While the networks and/or protocols relating to \$\$SUDO are maintained and developed entirely on an open-source basis, there is no guarantee any individual or entity will continue contributing to the maintenance or development of such networks and/or protocols.

### **Digital Asset Allocations**

Sudorandom does not make any representations, promises, guarantees, or assurances that any \$\$SUDO allocated to service providers or other individuals/entities will be held, used, or spent for the benefit of communities or protocols to which the \$\$SUDO relate. Any sale of \$\$SUDO could occur without warning. Any such transaction would increase the circulating supply of \$\$SUDO, and such a sale could have a material adverse effect on the price of, value of, or demand for, \$\$SUDO.

Certain persons, including individuals and entities, and service providers, will hold a substantial amount of \$\$SUDO following the Distribution, though the majority will be subject to time-based (and in some cases, service-based) lockups and/or vesting periods. Any use of such \$\$SUDO to vote in governance processes could affect governance outcomes. No recipients of \$\$SUDO have promised or are promising to participate or refrain from participating in governance, nor are they promising if they do participate they will vote in any particular way, observe a standard of care, or act in the best interests of other network users. Such persons could have financial or other interests or incentives which could outweigh their respective interests and incentives (if any) relating to the network.

Persons who hold \$\$SUDO and choose to participate in governance will be required to use their own personal discretion and decision-making in doing so. Sudorandom will not direct, manage, or control how such persons participate in governance. As a result of the foregoing factors and lack of any person or group of persons able to control and manage the network, any discretionary decision-making related to the network depends on the effectiveness of spontaneous group decision-making among participating \$\$SUDO holders. There may be disputes, differences of opinion, disagreements, conflicting incentives, and lack of extrinsic coordination among or between any or all governance participants, and such circumstances may adversely affect governance results.

#### **Part 8: Other Provisions**

- 1 **Release of Sudorandom; Indemnification.** If you have a dispute with one or more users, you release Sudorandom, its service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold Sudorandom, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.
- 2 **Entire Agreement.** This Agreement, appendices incorporated by reference herein, together with any other ancillary or transaction agreement, if any, comprise the entire understanding and agreement between you and Sudorandom as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including, without limitation, any prior versions of this Agreement), and every nature between and among you and Sudorandom. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.
- 3 **Assignment.** You may not assign any rights and/or licenses granted under this Agreement. We reserve the ability to assign our rights without restriction, including, without limitation, to any Sudorandom affiliates or subsidiaries, or to any successor in interest of any business associated with Sudorandom. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 4 **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation, or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.



- 5 Change of Control. In the event that Sudorandom is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign this Agreement and any information we have collected from you as part of such merger, acquisition, sale, or other change of control.
- 6 Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, debts owed to Sudorandom, general use of the Site, disputes with Sudorandom and general provisions, shall survive the termination or expiration of this Agreement.
- 7 Governing Law. The parties agree that the laws of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Sudorandom, except to the extent governed by federal law.
- 8 Force Majeure. We shall not be liable for delays, failure in performance or interruption of the Site which result directly or indirectly from any cause or condition beyond our reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, pandemics, other catastrophe or any other occurrence which is beyond our reasonable control. These provisions shall not affect the validity and enforceability of any remaining provisions.
- 9 English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in and meaning of the original English.
- 10 Non-Waiver of Rights. This Agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located or under federal law.
- 11 Compliance with Local Laws. Users accessing the Site are responsible for compliance with all applicable local laws, whether or not the Site offers tools to facilitate such compliance.
- 12 Sudorandom and its employees, officers, directors, and affiliates may have interests in assets offered on the platform and may also participate in certain offerings using the site (where permitted). Our interests and the actions we take regarding such interests may be adverse to your interests.