

## Terms of Use

### General

By accessing and using the persona.im website (our or this “Website”), you agree to the following terms of use as they may be modified, changed, supplemented or updated from time to time (collectively, these “terms”), as well as all applicable laws and regulations. Please read the following terms and conditions carefully. If you do not acknowledge and agree to all of these terms, please do not use this Website or any information, links or content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the terms set forth below including our Privacy Policy which is hereby incorporated in these terms by reference. If you are using our Website on behalf of your organization, that organization accepts these terms.

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The purpose of our Website is to provide you with you some general information about the software being developed by PERSONA.IM. You must not breach any of the following terms or our Acceptable Use Policy set out below.

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We will make the source code for the software we develop available for download as open source software. You agree to be bound by, and comply with, any license agreement that applies to this open source software. Besides ARK Ecosystem, You will not indicate that you are associated with us in connection with your use, modifications or distributions of this open source software.

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### User Content

If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create an account on our Website (collectively, your “User Content”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via our Website do not breach or infringe the intellectual property rights of any third party. We do not own, control or endorse any User Content that is transmitted, stored or processed via our Website or sent to us and we are not responsible or liable for any User Content. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on our Website, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these terms; (ii) your User Content will not violate any agreements or confidentiality obligations; and (iii) your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all the activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security. We will not be liable for any loss or damages that you may incur because of someone else using your User Content or account, either with or without your

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By posting, uploading, inputting, providing or submitting your User Content to us, you grant Persona team, its affiliates and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us at [contact@persona.im](mailto:contact@persona.im), so that we can communicate with you effectively and provide accurate and up to date information to you.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason.

Any User Content submitted by you on this Website may be accessed by us globally.

### Feedback

If you decide to submit questions, comments, suggestions, ideas, original or creative materials or other information to us (collectively, "feedback"), you do so on your own accord and not based on any request or solicitation from us. Feedback does not include User Content. We reserve the right to use feedback for any purpose at no charge and without compensation to you. Do not send us feedback if you expect to be paid or want to continue to own or claim rights to your feedback. The purpose of these terms is to avoid potential misunderstandings or eventual disputes if Persona's products, services, business ideas or business strategies might seem similar to ideas submitted to us as feedback. If you decide to send us feedback, you acknowledge and understand that the Persona Parties make no assurances that your feedback will be treated as confidential or proprietary.

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(b) display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;

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(e) use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;

(f) create a false identity with the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or a PERSONA.IM representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;

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(j) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;

(k) send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first

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(l) access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;

(m) obtain unauthorized access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;

(n) attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;

(o) obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;

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(q) use any part of this Website other than for its intended purpose; or

(r) use this Website to engage in or promote any activity that violates these terms.

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We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Persona team.

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(F) THE FAILURE TO RECEIVE IN ANY WAY THE TRANSMISSION OF ANY DATA, CONTENT, FUNDS OR PROPERTY FROM YOU. IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE PERSONA PARTIES ARISING UNDER THESE TERMS EXCEED \$5.00 USD.

### General

These terms are governed by the laws of the Cayman Islands. All claims arising out of or relating to these terms will be litigated exclusively in the courts of the Cayman Islands and we and you consent to personal jurisdiction in those courts.

These terms control the relationship between us and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't act right away, this doesn't mean that we are giving up any rights that we may have (such as acting in the future).

If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable, and this will not affect any other terms contained herein.

If you have any questions regarding these terms, please contact us at [hello@persona.im](mailto:hello@persona.im) .

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