

TERMS OF USE

Last Updated: 18 September 2025

Introduction

Welcome to Aura Network (“**Aura Network**”, “**we**”, “**us**”, or “**our**”). These Terms of Use (“**Terms**”) set forth the legally binding terms and contract between Aura Network and the users (“**user**”, “**you**”, and “**your**”) who access and use any website published by the Aura Network, including, but not limited to, any content, functionality, and services offered on or through <https://aura.network/>, <https://app.aura.network/> (collectively referred to as “**Websites**”). For purposes of these Terms, “**Digital Assets**” means multi-source and multi-chain digital blockchain-based assets, such as cryptocurrencies, tokens, etc.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS.

BY CLICKING TO “ACCEPT AND SIGN” BUTTON AND/OR ACCESSING AND/OR USING OUR WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE, INCLUDING THE SPECIFIC TERMS THAT MAY APPLIED FOR EACH OF OUR SERVICES THAT YOU MAY ACCESS VIA OUR WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT ACCESS OR USE THE WEBSITE.

1. User Eligibility

By using the Websites, you represent and warrant that you satisfy the following cumulative prerequisites:

1.1. You are full of legal capacity to enter into and be bound by these Terms

If you are an individual, you represent and warrant that you are full of capacity to enter into and be bound by these Terms in accordance with the law of your jurisdiction. If you use the Websites on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) when you agree to these Terms, you agree these Terms on the entity’s behalf. For the avoidance of any doubt, our Websites is prohibited for people who are not full of 18 years old.

1.2. You have NOT been previously suspended or removed from using our Websites.

1.3. You are NOT the Restricted Person.

For the purpose of these Terms, Restricted Person shall include the person (whether being an individual or an entity) who:

- (i) (a) if being an individual, is a citizen of, or resident of, or have business operations in; OR (b) if being an entity, located, incorporated, or otherwise established in Restricted Jurisdictions. For the purpose of these Terms, Restricted Jurisdictions shall include (i) Afghanistan, Burundi, Central African Republic, Democratic Republic of Congo, Cote d'Ivoire, Cuba, the Crimea region, Democratic People’s Republic of Korea, Islamic Republic of Iran, Republic of Iraq, Lebanon, Liberia, Libya, Myanmar, Puerto Rico, Somalia, Sudan, Syrian Arab Republic, Venezuela, Zimbabwe, United States of

America (including its states and the district of Columbia), the Virgin Islands of the United States, or any other possessions of the United States of America, Vietnam; (ii) any state, country, territory or other jurisdiction that is embargoed by the United Nations; (iii) any state, country, territory or other jurisdiction where its purchase, ownership and/or use of Digital Assets would be illegal or otherwise violate any applicable law; and (iv) any state, country, territory or other jurisdiction imposing high risk of anti-money laundering or counter-terrorist financing as designated in Corruption Perceptions Index by Transparency International, FATF warnings or by the British Virgin Islands authorities.

- (ii) is included in any trade embargoes or economic sanctions, terrorist or corrupt foreign officials list (such as the United Nations Security Council Sanctions List, a list issued by a government agency including the list of specially designated nationals maintained by the office of foreign assets control of the U.S. Department of the Treasury (OFAC), or the denied persons or entity list of the U.S. Department of Commerce), or by the United Kingdom, European Union, Canada).

The territories, states, nations listed in this section 1.3 shall be referred to as “**Restricted Region**”. We may set additional eligibility requirements for any or specific users or applicable to the use of any Websites at our sole discretion.

2. Our Websites

2.1. Wallet Connection

- 2.1.1. To use some of the functions in our Websites, you may need to use a third-party wallet that allows you to engage in transactions on blockchains. Your account on the Websites (“**Account**”) will be associated with your blockchain address. You hereby acknowledge and agree that the Aura Network is not a wallet provider, exchange, broker, dealer, financial institution, payments processor, money services business, or creditor.
- 2.1.2. By using your wallet in connection with the Websites, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with the Aura Network, and the Aura Network does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents.
- 2.1.3. Aura Network accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Websites will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Websites or your Account.

2.2. Interaction with Protocols

- 2.2.1. Aura Network operates solely as a Layer-1 blockchain infrastructure. Our Websites and related services may provide interfaces, tools, or technical access points that allow users to interact with decentralized applications and protocols (“**Protocols**”) deployed on Aura or other supported blockchains. Aura Network does not operate, control, aggregate, broker, or intermediate any such Protocols.

- 2.2.2. When you interact with a Protocol, you engage directly with that Protocol on the blockchain, not with Aura Network. We do not execute, match, clear, or settle transactions on your behalf, nor do we set, influence, or control the prices of any Digital Assets accessible via Protocols. Even where Protocols may be technically supported by Aura infrastructure or deployed by contributors to the Aura ecosystem, once deployed, they operate in a decentralized manner and are not owned, operated, or controlled by us.
- 2.2.3. You hereby acknowledge and agree that Aura Network has no liability for any claims, damages, losses, or other consequences that may arise from your interactions with any Protocols through our Websites or the Aura blockchain.
- 2.2.4. You are solely responsible for verifying the identity, legitimacy, functionality, and authenticity of any Digital Assets or Protocols you choose to interact with. We make no representations or warranties that any Protocols are compliant with the laws of any jurisdiction, and you are solely responsible for determining the legal, tax, and regulatory implications of your use of such Protocols.
- 2.2.5. Your interactions with Protocols may be subject to fees, including but not limited to, fees imposed by such Protocols, validators, liquidity providers, or other decentralized participants. Aura Network does not receive or control such fees.

2.3. Interaction with Blockchains

- 2.3.1. The Websites may provide its users with the graphic user interface and functionality to technically interact with various blockchains. The Websites may allow users to retrieve information on Digital Assets and their markets, technically interact with such blockchains through the provided graphical user interface, including, but not limited to, interact with blockchains for transfer of Digital Assets or submitting any information to blockchains.
- 2.3.2. You hereby acknowledge and agree that you interact directly with the corresponding blockchain, we do not control your interaction with such blockchain and do not process or transmit any information, data, or transactions entered by you. You hereby acknowledge and agree that we have no liability for any claims or damages that may arise as a result of any actions or transactions that you make or engage in while interacting with blockchains through our Websites.
- 2.3.3. We reserve the right to cancel or refuse your interaction with any supported blockchains or the accessibility of total interaction functionality to you due to requirements of any applicable laws or regulations, and without prior notice to you.

2.4. Website Updates

- 2.4.1. The Aura Network reserves the right to make unscheduled deployments of changes, updates, or improvements to the Websites at any time. We may add or remove any functionalities or features, and we may discontinue the Websites altogether. When a new version of the Websites is launched, we may send you notifications in the Websites as well as a post on social media channels.
- 2.4.2. You hereby acknowledge and agree that we have no obligation to enhance, modify or replace any part or component of the Websites or to continue developing or releasing new versions of the Websites.

2.5. No Guarantee of Uninterrupted Access

You understand and agree that we do not guarantee uninterrupted, secure access to any parts of the Websites, and the operation of the Websites may be disturbed by numerous factors beyond our control.

3. Third-party Websites

- 3.1. For your convenience, the Websites may provide access to services from third-party websites, platforms, applications (including decentralized applications, also known as dApps), software, networks or ledgers ("**Third-party Applications**"). However, we make no representations about any Third-party Applications that may be accessed through the Websites. Connection to and use of Third-party Applications is at your own risk and we have no responsibility for (a) the accuracy or reliability of the information on Third-party Applications; (b) the acts or omissions of the operators of Third-party Applications (or their partners or affiliates); (c) any loss or damage incurred in connection with the use of any Third-party Applications, or (d) any transaction you perform in connection with your use or access of any Third-party Applications.
- 3.2. We have no control over content that can be found at any Third-party Applications. Some of these Third-party Applications may contain materials that may be objectionable, unlawful, or inaccurate. You shall be subject to any terms and conditions of such Third-party Applications. We are not responsible or liable for any loss or damage should you use or view Third-party Applications, and have no control over their services. It is your sole responsibility to understand fully the services and products being offered by such third parties and the terms and conditions governing their services and products before transacting with such third parties.

4. Intellectual Property

4.1. License and Restrictions

Aura Network grants you a personal, non-transferable, non-exclusive license to use the Websites. This license is conditioned upon and restricted by the terms and conditions in these Terms. Further, this license is for personal and non-commercial use. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Websites, or any part thereof, except (and solely) to the extent permitted by applicable law. You may not assign (or grant a sublicense of) your rights to use the Websites, grant an interest in or over your rights to use the Websites or otherwise transfer any part of your rights under these Terms. If Aura Network provides you access to any of the Websites in return for a fee, this license is conditioned on your payment of the fees due. These Terms do not grant you any license or permission to copy, distribute, modify, or otherwise use any application programming interface, notwithstanding any provision to the contrary. No title to or ownership of any proprietary rights related to the Websites is transferred to you pursuant to these Terms. All rights not explicitly granted to you under these Terms are reserved by Aura Network.

4.2. Trademarks and Feedback

- 4.2.1. We do not grant you any licenses or accept the use or display in any manner of our trademarks, service marks, logos, or slogans.
- 4.2.2. In the case that you give us comments, suggestions, and recommendations concerning the Websites (including modifications, enhancements, improvements, or suggested changes to the Websites, or any feature or function of the Websites, whether in text, digital file, art, or other material linked to or associated with any Digital Assets that are displayed on the Websites) (collectively, "**Feedback**"), you hereby grant us and our affiliates a world-wide, royalty-free, irrevocable, perpetual license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute,

modify, adapt, prepare derivative works of, display, publicly perform and otherwise exploit such Feedback without restriction, including in relation with the Websites and any updates, extensions or successive versions of the Websites.

- 4.2.3. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power, and/or authority necessary to grant the rights granted herein for any content in the Feedback.

5. User Conduct and Warranties

- 5.1. Openness is one of our most prized values, and we're committed to providing people from all walks of life and varying experience levels with web3 with a colorful lens into different blockchains. However, to protect our community and comply with our legal obligations, we reserve the right to take action, with or without advance notice, if we believe in our sole discretion that you have violated these Terms or that you may use our Websites for unlawful activity. This may include: removing or limiting the ability to view or interact with certain Digital Assets; disabling or restricting the ability to use the Websites (or certain aspects of the Websites); and/or other actions.

- 5.2. You agree that you will not violate any law, contract, intellectual property or other third-party rights and that you are solely responsible for your conduct and content, in connection with using the Websites. You also agree that you will not:

- (i) Use or attempt to use another user's Account without authorization from such user;
- (ii) Pose as another person or entity, or use a wallet to engage in a transaction on the Software that is owned or controlled, in whole or in part, by any other person;
- (iii) Claim the username in the Software for the purpose of reselling it, confusing others, deriving others' goodwill, or otherwise engage in name squatting;
- (iv) Access the Websites from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Websites, unless you have our written permission first;
- (v) Distribute spam, including through sending unwanted Digital Assets to other users;
- (vi) Use the Websites – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Websites in any manner;
- (vii) Bypass or ignore instructions that control access to the Websites, including attempting to circumvent any rate limiting systems, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to the Software;
- (viii) Use our Websites, including our APIs, in any way that conflicts with our developer policies;
- (ix) Use our Websites for commercial purposes inconsistent with these Terms or any other instructions;
- (x) Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Websites, extract data, or otherwise interfere with or modify the rendering of Websites pages or functionality;
- (xi) Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Websites, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Websites, area, or code of the Websites;
- (xii) Sell or resell the Websites or attempt to circumvent any Software fee systems;
- (xiii) Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear in a certain area on our website(s) or at the top of search

results, or artificially increasing view counts, favorites, or other metrics that we might use to surface or sort items, collections, or search results;

- (xiv) Use the Websites or data collected from our Websites for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);
- (xv) Use the Websites, directly or indirectly, for or in connection with money laundering, terrorist financing, or other illicit financial activity, or in any way in connection with the violation of any law or regulation that applies to you or to us;
- (xvi) Use the Websites, directly or indirectly, for, on behalf of, for the benefit of, or in connection with the Restricted Person.
- (xvii) Use the Websites to carry out any financial activities subject to registration or licensing, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments;
- (xviii) Use the Websites to create, sell, or buy Digital Assets or other items that give owners rights to participate in an initial coin offering or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;
- (xix) Use the Websites to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- (xx) Use the Websites to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- (xxi) Infringe or violate the intellectual property rights or any other rights of others;
- (xxii) Create, display, purchase, or sell illegal content, such as content that may involve child sexual exploitation;
- (xxiii) Create or display Digital Assets or other items that promote suicide or self-harm, incite hate or violence against others, or dox another individual;
- (xxiv) Use the Websites for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Websites;
- (xxv) Use the Websites with the proceeds of unlawful activity or with a wallet used to engage in unlawful activity;
- (xxvi) Use the Websites in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Websites;
- (xxvii) Use the wallet provided by the licensed crypto asset service providers in Restricted Region where there are regulations on restricting to connect and/or interact with the Website.

- 5.3. You bear full responsibility for verifying the authenticity, legitimacy, identity, and other details about any Digital Assets or accounts that you view or otherwise interact with in conjunction with our Websites. We make no claims, guarantees or recommendations about the identity, legitimacy, or authenticity of any Digital Assets or account on the Websites.

6. Warranties

- 6.1. Except for the express warranties set forth in these terms, we hereby disclaim all express or implied warranties with regard to the Websites or their functionality, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and quality. We make no representations or warranties regarding the reliability, availability, timeliness, suitability, accuracy or completeness of the Websites or the results you may obtain by using the Websites. Without limiting the generality of the foregoing, we do not represent or warrant that: (i) the operation or use of the Websites will

be timely, uninterrupted or error-free; or (ii) the quality of the Websites will meet your requirements.

- 6.2. You acknowledge and agree that we do not control the transfer of data over communications facilities, including the internet, protocols and blockchains, and that the Websites may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. We are not and shall not be responsible for any delays, delivery failures, or other damage resulting from such problems. Without limiting the foregoing, we do not warrant or guarantee that any or all security attacks will be discovered, reported or remedied, or that there will not be any security breaches by third parties. Except where expressly provided otherwise by us, the Websites are provided to you on an “as is” and “as available” basis.
- 6.3. You accept responsibility for all activities and contents generated by you via the Websites.
- 6.4. You further acknowledge that we do not act as your broker-dealer, intermediary, agent or advisor with respect to any request you make or instruct us to make via the Software or Websites and owe you no fiduciary duty. Any communication by us to you shall not be construed under any circumstances as legal, tax, accounting, or financial advice. Any use or access to the Software shall not be construed as the facilitation of any sale or exchange of securities or commodities as an exchange.

7. Indemnification

By agreeing to these Terms and accessing the Websites, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless the Aura Network, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, Websites providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the “**Aura Network Parties**”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (i) your use or misuse of the Websites, content, Digital Assets, or content linked to or associated with any Digital Assets (ii) any Feedback you provide, (iii) your violation or breach of any term of these Terms or applicable law, and (iv) your violation of the rights of or obligations to a third party, including another user or third party, and (v) your negligence or wilful misconduct. You agree to promptly notify the Aura Network of any Claims and cooperate with the Aura Network Parties in defending such Claims. You further agree that the Aura Network Parties shall have control of the defense or settlement of any Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND THE Aura Network.

8. Assumption of Risks

THIS SECTION CONTAINS INFORMATION REGARDING SIGNIFICANT RISKS OF HOLDING, OWNING, ACQUIRING, AND PURCHASING CRYPTO CURRENCIES, TOKENS OR ANY DIGITAL ASSETS. PLEASE READ THIS SECTION CAREFULLY.

8.1. Risks of financial loss

Holding, owning, acquiring, and purchasing Digital Assets, interacting with Protocols, Blockchains, Farming involves significant risks and potential for financial losses, including, without limitation, the following:

- 8.1.1. The features, functions, characteristics, operation, use and other properties of any Digital Assets ("**Asset Properties**") and the software, networks, ledgers, protocols, systems, and other technology (including, if applicable, any distributed ledger (blockchains)) ("**Underlying Technology**") used to administer, create, issue, transfer, cancel, use or transact in Digital Assets may be complex, technical or difficult to understand or evaluate;
- 8.1.2. Any Digital Asset and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the Digital Asset or its Underlying Technology ("**Attacks**"), including Attacks using computing power sufficient to overwhelm the normal operation of a decentralized distributed ledger (blockchain) or other Underlying Technology;
- 8.1.3. Any Protocol, pool or smart contract may be vulnerable to Attacks, including phishing attacks. Any Protocol, pool or smart contract may cease to operate as expected due to various reasons, including Attacks, enforcement and regulatory activities, scamming activities, technical and communication issues. We do not monitor any Protocols or pools. We do not make any representation and warranty that these Protocols or pools are safe, secure, verified or verifiable, or of any value or quality or legality;
- 8.1.4. Any Digital Asset, Asset Properties, or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a "fork" or "rollback" of the Digital Asset or blockchain;
- 8.1.5. Any Digital Asset may decrease in value or lose all of its value due to various factors including the discovery of wrongful conduct, market manipulation, changes to Asset Properties or perceived value of Asset Properties, Attacks, suspension or cessation of support for a Digital Asset by Protocols, trading platforms, marketplace platforms or service providers, and other factors outside our control;
- 8.1.6. Any Digital Asset may be lost if sent to the wrong address (for example, but without limitation, if the address is improperly formatted, contains errors, or is intended to be used for a different type of Digital Assets);
- 8.1.7. We make no representation whatsoever that any of the Digital Assets that may be found or are accessible through the Software, are safe, suitable, true to any representations made by the Digital Asset issuer or sponsor, verified or verifiable, or of any value or quality or legality;
- 8.1.8. We undertake no responsibility for conducting any due diligence or screening process with regard to any Digital Asset that is accessible or discoverable through the Software;
- 8.1.9. We may at any time, with or without prior notice to users, remove any Digital Asset from display or accessibility through the Software for any business or regulatory reason that we may deem appropriate.
- 8.1.10. You should not acquire or trade any Digital Assets unless you have sufficient financial resources and can afford to lose all value of the Digital Assets.
- 8.1.11. You represent and warrant that you have: (i) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Digital Assets and their Underlying Technology that you decide to acquire, exchange or purchase; (ii) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of the Websites; and (iii) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any Digital Assets. You

acknowledge that in exchanging any Digital Asset through Protocols, purchasing or acquiring Digital Assets, you are not relying in any manner on us or our affiliates, and the fact that any particular Digital Asset is accessible or discoverable through the Software or acquirable in no way constitutes any endorsement or indication that such Digital Asset has undergone any form of due diligence review or qualification, and in no way indicates any party's opinion that the Digital Asset is safe, suitable, true to any third party representations made, verified or verifiable, or of any value or quality or legality.

The risks described in this Section 8.1 may result in loss of Digital Assets, decrease in or loss of all value or exchangeability of Digital Assets, inability to access or transfer Digital Assets, inability to exchange Digital Assets, inability to receive financial benefits available to other Digital Assets holders, and other financial losses to you. You hereby assume and agree that we will have no responsibility or liability for such risks. You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against the Aura Network, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives ("**Representatives**") related to any of the risks set forth herein.

8.2. Legal risks

- 8.2.1. The regulatory regime governing blockchain technologies, non-fungible Digital Assets, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Websites and the utility of Digital Assets.
- 8.2.2. You are solely responsible for determining what if any, taxes apply to your transactions and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. The Aura Network is not responsible for determining, withholding, collecting, reporting, or remitting any taxes that apply to your Digital Assets or the sale/purchase of your Digital Assets.

You hereby assume and agree that we will have no responsibility or liability for such risks described in this Section 8. You hereby irrevocably waive, release, and discharge any and all claims, whether known or unknown to you, against us, our affiliates and Representatives related to any of the risks set forth herein. We do not provide any advice, does not have any fiduciary duty to you or any other user and does not make any warranty about the suitability of any Digital Assets for ownership by you.

9. Disclaimers

- 9.1. In no event we will be liable to you or any third party for any direct, indirect, incidental, special, consequential or exemplary damages (including but not limited to damages for loss of profits, goodwill use, or data), even if we have been on notice of the possibility of such damages. Further, we will not be responsible for any compensation or damages arising in connection with: (a) your inability to use the Websites, including as a result of any (i) denial of access to or suspension of your access to the Websites pursuant to these terms, (ii) our discontinuation of any or all parts of the Websites, or, (iii) any unanticipated or unscheduled downtime of all or a portion of the Websites for any reason, including as a result of power outages, system failures or other interruptions; (b) any investments, expenditures, or commitments made by you or your use of or access to the Websites or (c) any unauthorised access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of account, wallet or other data.
- 9.2. To the maximum extent permitted by applicable law and rules, our aggregate liability for all claims under these terms shall be limited to the total fees actually paid by you to us in the six (6) months immediately preceding the date of the applicable claim.

10. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use, and share information from and/or about you ("**Your Information**"). By submitting Your Information through our Websites, you acknowledge and agree to the terms of our Privacy Policy and you expressly consent to the collection, use, and disclosure of Your Information in accordance with the Privacy Policy.

11. Suspension and Termination

11.1. Termination by the Aura Network

We may suspend, restrict, or terminate your access to any portion of the Websites, any of its functionalities, for any reason, with or without explanation, effective upon sending a notice to you. We will provide you with the notice of our actions if it would be technically possible and/or if other is not set in these Terms, and unless a court order or other legal process prohibits us from providing you with such notice. You acknowledge that our decision to take certain actions, including limiting access to the Websites may be based on confidential criteria that are essential to security protocols. You agree that we are under no obligation to disclose the details of our security procedures to you.

11.2. Termination by You

These Terms will be of no further force and effect with respect to you if you cancel all use of the Websites and the Software.

12. General Clauses

12.1. Severability

If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms.

12.2. Survival

All clauses which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Aura Network or you. Termination will not limit any of the Aura Network's other rights or remedies at law or in equity.

12.3. Notification

All notices and communications by you to us under these Terms shall be made in writing to our customer support team or by email: support@aura.network and are effective on the date received (unless the notice specifies a later date).

12.4. Independent Contractor

We are an independent contractor for all purposes. Nothing in these Terms shall be deemed or is intended to be deemed, nor shall it cause, you and us to be treated as partners, joint venturers, or otherwise as joint associates for profit, or either you or us to be treated as the agent of the other.

12.5. Governing Law and Dispute Resolution

- 12.5.1. These Terms shall be governed by and construed in accordance with the laws of the British Virgin Islands. Any dispute controversy, or claim arising out of, or relating to, or in connection with these Terms, including with respect to the formation, applicability, breach, termination, invalidity, enforceability or any dispute regarding non-contractual obligations arising out of or relating to such obligations, shall be referred to the BVI International Arbitration Centre for resolution pursuant to the BVI IAC Arbitration Rules (in force at the time of submission of a Notice of Arbitration and as may be amended from time to time). The language of arbitration shall be English.
- 12.5.2. Waiver of Class Actions and Class Arbitrations. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A REPRESENTATIVE (INCLUDING, WITHOUT LIMITATION, PAGA) OR COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER, PERSON, OR ENTITY CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER, PERSON, OR ENTITY. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and the Aura Network agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in the British Virgin Islands. All other claims shall be arbitrated.
- 12.5.3. This arbitration agreement will survive even after the termination of your relationship with the Aura Network.

12.6. **Amendment of Terms**

We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Websites or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Websites, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Websites.