

Terms of Use

EFFECTIVE DATE: 14th October 2023

These Terms of Use (the "Terms" or this "Agreement") govern the access and use of the website located at <https://protocol.hi.com> (the "Website") and any services, functions, features or content made available on the Website from time to time (together with the website, the "Site") provided by hi Foundation LTD ("we", "us" or "our"). These Terms form a binding agreement between hi Foundation LTD and you, as an individual user ("you", "your" or "User") for your individual usage of the Site. By accessing, browsing, or otherwise using the Site, you confirm your acceptance of this Agreement and our associated Privacy Policy. If you do not agree to these Terms, you must immediately cease access, browse or otherwise use the Site.

You understand and agree that we may modify, update or change the terms of use of this Agreement or our Privacy Policy at any time at our sole discretion. It is your responsibility to check these Terms and remain informed of any amendments as long as you continue accessing or using the Site.

Definitions:

Unless otherwise defined or the context otherwise requires, all capitalised terms shall have the meaning given to them in these Terms:

"Affiliates" means any entity, individual, firm, organisation, partnership or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control or ownership with us.

"Authorised Individual" means any person that is authorised to access and use the Site on behalf of a User;

"Hi Protocol" is the generic name given to the public and decentralised layer-2 blockchain that uses hi token as the native token.

"Community" means the community of users and developers interested in or contributing to the infrastructure, code and development of the hi Protocol.

"Material" means any offering material, market data, research report, product or service documentation or any other information provided through the Site;

"Person" includes an individual, association, partnership, corporation, other body corporate, trust, and any form of legal organisation or entity;

"Prohibited Use" has the meaning set out in Section 4 of these Terms;

"Restricted Person" means a person or legal entity who is living or residing or who is in a country where access to the Website or any Service is not allowed under local laws.

"Personal Information" refers to information supplied by a User from which the identity of such User may be directly or indirectly ascertained;

"Privacy Policy" means the additional terms and conditions governing the collection, use and disclosure of each User's Personal Information, as set out here in the Privacy Policy pages under the <https://protocol.hi.com/> website. You must read and agree to the Privacy Policy in order to use the Site;

"Service" means any of the services, functions, features or content made available on or through the Site;

"Terms" means these Terms and Conditions as they may be changed, amended, or updated from time to time, together with any conditions, licences, limitations, and obligations contained on the Website or any document incorporated herein by reference;

"Third-Party Provider" means any third party service providers, integrators, vendors, or any other third parties which (i) are not an Affiliate of us, and (ii) provide services which are necessary in order for us to operate or promote the Site, or provide the Services;

"User" means any person that has accessed and used the Site and any Authorised Individual acting on their behalf.

2. Access to the Website;

You have the right to use the Site and any Services as long as you comply with these Terms. You represent and warrant that:

you are 18 years of age to access to and use the Site;

you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms;

you are not prohibited by applicable law from accessing and using the Site;

you represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so; and

you access or use the Site for your own personal use.

We may, at any time, modify, update, suspend, or cancel the Site or any portion of it at our sole discretion, without prior notice, and to block or prevent your future access and use of Site.

Accessing or using our Site may require you to connect wallets, aggregators, authenticators, decentralised applications, or link to any other third party platform provided by Third-Party Providers. You understand and agree that you are responsible for maintaining the confidentiality and security of your wallets, accounts, assets, passwords, private keys or any other information on the Third-Party Providers. We are not responsible for any losses arising from the unauthorised use of your wallets, accounts, assets, password, private key or any other information on Third-Party Providers.

You understand and agree that the Site is only an interface for the community of users and developers interested in or contributing to the infrastructure, code and development of the hi Protocol. We do not and cannot control activity and data on the hi chain or the activities that Community participants may develop using hi Protocol. Decisions are not made by a single entity, but by the participants of the Community.

Intellectual Property Rights

The Website and all content on the Website, including any logos, designs, information, data, text, images, links, sounds, graphics, videos, and other materials, and the selection and arrangement thereof, contained therein are property of hi Foundation LTD, our Affiliates or the property of our licensors or other providers of such material and are protected under the intellectual property or proprietary laws.

The hi Protocol name, hi Protocol logo and all related names, logos, product and service names, designs and slogans (“hi Protocol”) are trademarks owned by us. Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use, copy, or imitate, in whole or in part, any trademark displayed on the Website, without our written permission.

You cannot create or register any businesses, URLs, domain names, software application names or titles, or social media handles or profiles that include hi Protocol or any confusingly or substantially similar mark, name, title, or work or apply to register, reference, use, copy, and/or claim ownership in hi Protocol in any manner for any purposes, alone or in combination with other letters, punctuation, words, symbols, designs, and/or any creative works, or in any manner that disparages or discredits the hi Protocol.

Prohibited Uses

You may not:

use the Website or any Services in order to further any breach of applicable laws or regulations;

use the Website or any Services to interfere with or subvert the rights or obligations of hi Protocol or its Affiliates, or the rights or obligations of any other Website User or any other third party;

take advantage of any technical glitch, malfunction, failure, delay, default, or security breach on the Website or any Services;

use the Website or any Services to engage in conduct that is detrimental to hi Protocol or its Affiliates, or to any other Website user or any other third party;

reverse-engineer, decompile, or disassemble any close-sourced or proprietary software running on the Website;

attempt to harm hi Protocol, any Website User or any third party through your access to the Website or any Services, except that nothing in this subparagraph shall be construed as limiting your free speech rights under applicable law;

attempt to impersonate another Website User or Person;

transmit, or procure the sending of any advertising or promotional material without our prior written consent, including any junk mail, chain letter, spam or any other similar solicitation;

violate these Terms;

use the Website or any Services, if you are a resident or national of a country where access to the Website or any Service is not allowed under local laws. If you access the Websites, you always do so on your own initiative and are responsible for compliance with local laws;

Any use as described in this paragraph shall constitute a "Prohibited Use". We reserve the right to delete, remove or block any information that violates these terms.

Accuracy of Materials

You acknowledge that we have no duty or obligation to verify, correct, complete or update any Material displayed on the Site. Materials, including any information that may be prepared by information providers that are independent of us. We do not warrant that the Material will be accurate, complete or refreshed in a timely manner. Any use of or reliance on materials by you is at your own risk. We are not obligated to inform you of technical difficulties experienced by us concerning access to the Site.

Personal Information

As part of the Services, Personal Information of the User may be collected, used, transferred, disclosed or otherwise processed by us in accordance with the Privacy Policy. You should read the Privacy Policy carefully before registering for and using the Site. You consent to the collection, use and disclosure of your Personal Information in accordance with these Terms and the Privacy Policy, including without limitation, disclosure to the Third-Party Provider for purposes of providing services and conducting transactions in regards to the Account.

You agree to provide true, accurate, current and complete Personal Information. You further agree to maintain and promptly update the Personal Information to keep it true, accurate, current and complete at all times during the term of this Agreement.

You shall comply with any reasonable requests by us for information, documents and agreements related to any of your use of the Site. You understand that we may report such information to such regulatory authorities as we deem necessary pursuant to the Privacy Policy.

Please note that we may collect information using tracking technologies regarding your device, such as IP address, network provider, mobile carrier, mobile browser type, timestamp, time zone, information about the speed, bearing, orientation, and altitude of a device, or other device-identifying information. You consent to such use of tracking technologies and acknowledge that the information obtained, including Personal Information, may be matched to public or private information accessible to us or any Third-Party Provider. You also consent to such information being shared with us and Third-Party Provider's service providers for the purposes of providing and maintaining the tracking technologies and related services. We may also collect precise geolocation data from or about your device, which may be expressed by latitude-longitude coordinates obtained through GPS tools, WiFi data, cell tower triangulation or other techniques. Our use of such information is described in our Privacy Policy.

Disclaimer and Risks of Use of the Site

The Site, including all content (including Third-Party Content), features and any related services are provided on an "As Is" and "As Available" basis at your sole risk and without any representations or warranties. We do not guarantee that all or any part of the Site will be available or accessible by you at all times.

The use of the Site and the associated reference points with third parties (for example, distribution platform providers, network providers, device manufacturers) involves risks, in particular:

disclosure of your Personal Information or other information and the existence of your relationship with the Third-Party Provider to other third parties;
system outages, security-related restrictions and unauthorised removal of use restrictions on the end device, and other disturbances which may make use impossible; and
misuse due to manipulation by malware or unauthorised use, including in the event your device used to access the Site is lost or stolen.

In addition, you are fully aware of the potential risks associated with the access to or use of the Site.

ALL WARRANTIES, CONDITIONS OR TERMS (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) INCLUDING WITHOUT LIMITATION RELATING TO QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, OR UNINTERRUPTED, ERROR-FREE ACCESS ARE EXPRESSLY EXCLUDED FOR THE SITE TO THE FULLEST EXTENT PERMITTED BY LAW.

No representation or warranty, express or implied, can be given as to the accuracy or completeness of the information provided in the Site.

You acknowledge and accept the risks that may arise from Internet transactions conducted via open systems accessible to anyone and acknowledge that despite the encryption of data,

the connection from the User's personal computer or electronic mobile device to the Site over the Internet may be observable. We may also use servers and other computer hardware situated in any jurisdiction worldwide for the provision of any portion of the Site. We exclude any and all liability for loss or damage caused by transmission errors, technical faults, breakdowns, business interruptions or illegal interventions into transmission networks, IT systems/computers of the User or of any third party (including systems in the public domain).

Release

To the maximum extent permitted by applicable law, you hereby discharge, acquit, and otherwise release us, our affiliates and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, independent contractors, telecommunication providers, and agents (collectively, the "Indemnified Parties"), from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of, or activities relating to the use of the Site, and any services or Third-Party Content provided through the Site, including, but not limited to, claims relating to the following: negligence, gross negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, false identities, fraudulent acts by others, invasion of privacy, release of Personal Information, failed transactions, purchases or functionality of the Site, unavailability of the Site, Third-Party Content or any wallet account, their functions and any other technical failure that may result in inaccessibility to the Site, Third-Party Content, or any claim based on vicarious liability for torts committed by you encountered or transacted with through the Site or Third-Party Content, including, but not limited to, fraud, computer hacking, theft or misuse of Personal Information, assault, battery, stalking, rape, cheating, perjury, manslaughter, or murder. The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by us. This release is intended by the parties to be interpreted broadly in favour of us, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

Indemnification and Limitation of Liability

hi Protocol assumes no liability or responsibility for and shall have no liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses (collectively, referred to herein as "Losses") directly or indirectly arising out of or related to:

General

These Terms, including the Privacy Policy and other policies incorporated herein, constitute the entire and only agreement between you and us with respect to the subject matter of these Terms, and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be changed, waived or modified except by us as provided herein. Neither these Terms nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sub-licensable by you except with our prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. In the event of any inconsistency between these Terms and any other pages or policies on the Website, these Terms shall prevail.

Governing Law and Dispute Resolution

These Terms shall be governed by the laws of Singapore. Any dispute arising out of or in connection with these Terms or the Site, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The seat of the arbitration shall be Singapore. Any award is final and may be enforced in any court of competent jurisdiction. The parties shall duly and punctually perform their obligations hereunder pending issuance of the arbitral award.

Severability

If any provision of these Terms, as amended from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision and everything else in these Terms continues in full force and effect.

Entire Agreement

The Terms and any additional terms, conditions, licenses, limitations, and obligations contained within and on the Website set forth the entire agreement between you and hi Protocol with respect to the use of the Website and Services. Except for the express statements, agreements and rules set forth in these Terms, you hereby acknowledge and agree that you have not relied upon any other statement or agreement, whether written or oral, with respect to your use and access of the Website and the Services.

Contacting Us

You may contact us regarding these Terms or the Site as follows: contact@hi.protocol.com.