

## Honee Terms of Use

Effective Date: Sep 10, 2021

Last Updated Date:  
Sep 10, 2021

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS**”) CAREFULLY AS THEY FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND **GROM R&D LIMITED** 27 OLD GLOUCESTER STREET, LONDON, UNITED KINGDOM, WC1N 3AX, COMPANY NUMBER 12444209 (“**HONEE**” OR “**WE**: AND ITS DERIVATIVES). THIS SITE AND ANY OTHER SITES OF HONEE (COLLECTIVELY, THE “**SITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY HONEE. THESE TERMS GOVERN THE USE OF THE SITE AND APPLY TO ALL VISITORS TO THE SITE AND THOSE WHO USE THE BLOCKCHAIN

CURRENCY MANAGEMENT SOFTWARE (THE “**SOFTWARE**”), AS WELL AS OTHER SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE SITE, (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”, WHICH TERM INCLUDES THE SOFTWARE AND THE SITE UNLESS EXPLICITLY SET FORTH BELOW). BY CLICKING ON THE “I ACCEPT” BUTTON YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH HONEE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE LEGAL ENTITY ON FOR WHOM YOU ARE USING THE SERVICES. THE TERM “**YOU**” REFERS TO YOU INDIVIDUALLY OR THE LEGAL ENTITY ON WHOSE BEHALF THE SERVICES ARE USED, AS APPLICABLE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

SECTION 10.5 OF THE TERMS CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND HONEE TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

Honee may modify these Terms at any time and in our sole discretion. If we do so, we will change the “Last Updated” date at the beginning of these Terms and, as available, inform you through or within the Services. By Continuing to use the Site or Services following the release of updated Terms you consent to such updated Terms. We invite you to check this page regularly for updates to the Terms.

1. **Use of the Services.** The Software, the Site, the Services, and the information and content available therein (“**Honee Content**”) are protected worldwide by copyright laws. Subject to the Terms, Honee grants you a limited license to reproduce portions of Honee Content solely as required to use the Services for your personal or internal business purposes. Unless otherwise specified by Honee in a separate license, your right to use any Honee Content is subject to these Terms. **HONEE IS NOT A BANK OR FINANCIAL INSTITUTION AND DOES NOT PROVIDE INVESTMENT OR FINANCIAL ADVICE OR CONSULTING SERVICES TO USERS OF THE SERVICES. WE ARE SOLELY THE PROVIDER OF THE SERVICES.**
  - 1.1. **Honee Software.** Use of the Software is governed by these Terms. Honee delivers the Software via <https://honee.app/> website. Subject to your compliance with the Terms, Honee grants you a non-assignable, non-transferable, non-

sublicensable, revocable, and non-exclusive license to use the Software on computers you own or control solely for your personal or internal business purposes.

**PLEASE TAKE NOTE THAT WE DO NOT COLLECT AND STORE YOUR SEED PHRASE OR USER PASSWORDS. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY OF THE DEVICE ON WHICH YOU USE HONEE, INCLUDING ENSURING THAT YOU KEEP THE ANTI-VIRUS SOFTWARE CURRENT AND OTHERWISE PROTECT THE DEVICE AGAINST MALWARE. HONEE IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGES – INCLUDING LOSS OF FUNDS OR LOCKOUT FROM ACCOUNTS ACCESSED VIA THE SOFTWARE – RESULTING FROM YOUR FAILURE TO KEEP THE DEVICE ON WHICH THE SOFTWARE IS USED SAFE AND FREE OF ANY MALWARE. HONEE CANNOT RECOVER PASSWORDS OR UNLOCK ACCOUNT INFORMATION STORED ON THE SOFTWARE IN ANY CIRCUMSTANCES, INCLUDING IF THE SOFTWARE IS COMPROMISED BY MALWARE ON YOUR DEVICE.**

- 1.2. **Updates.** We may update the Software and Services at any time, without providing notice.
- 1.3. **Certain Restrictions.** By accessing the Services, you agree not to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or Honee Content, or any portion thereof, including on a service bureau or equivalent basis; (b) frame or enclose any trademark, logo, or other Honee Content, (including images, text, page layout or form); (c) use any metatags or other “hidden text” using Honee’ name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or Software (except to the extent this restriction is expressly prohibited by applicable law); (e) use any manual or automated software, devices or other processes (including spiders or other data mining tools) to “scrape” or download data from any web pages in the Site (except that we grant operators of public search engines revocable permission to do so for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such content; (f) access the Site, Services, or Software in order to build a similar or competitive Site, Services, or Software; (g) copy, reproduce, distribute, republish, download, display, post or transmit any Honee Content except as expressly permitted herein; and (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or Honee Content. Honee, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Services terminates the licenses granted by Honee herein.
- 1.4. **Third-Party Services.** The Services may incorporate, or may provide access to, applications or materials that are hosted by another party, including (i) crypto assets, such as Ethereum and Bitcoin, (ii) cryptocurrency exchanges (for token-to-token exchanges) (collectively, “**Third Party Services**”). **You understand and agree that all cryptocurrency exchanges provided through the Services are actually executed by Third Party Service providers, and that Honee does not itself directly exchange virtual currencies.** Access to Third Party Services may be geo-blocked for residents of certain countries and certain states of the United States. You agree that it is impossible for Honee to monitor Third Party Services and that you access them at your own risk. **Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy.** Third Party Services are provided to you, subject to the terms and conditions of the third party providers. To the extent Third

Party Services incorporated into or linked to from the Services (i.e., communications functionality) have terms that differ from these Terms, you may be required to agree to those terms in order to access the Third Party Service. **We do not control the terms, policies, or performance of any third party, and are not responsible for any performance, or failure to perform, of any Third Party Services, including with respect to exchange rates, processing of transactions, and similar activities.**

- 1.5. **User Content.** You are responsible for all data and information provided or uploaded by you to the Services ("**User Content**"), whether publicly posted (i.e., in a user forum, if applicable) or privately transmitted (i.e., to us in connection with a support request). You are solely responsible for the accuracy and completeness of User Content you submit, and represent and warrant that you have all rights required in order to post such User Content. We may, in our sole discretion, delete any User Content that we determine violates these Terms. To the extent that you provide us with or we may have access to any information that allows us to identify you or any other individual ("**Personal Information**") in connection with your use of the Services, we will preserve, safeguard, and use such information as set forth in our Privacy Policy.
- 1.6. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to use the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing or using the Services.

## 2. **Ownership.**

- 2.1. **Generally.** Honee and its suppliers own all right, title and interest in and to the Site, Services, Software, and Honee Content. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, the Services, or Honee Content.
- 2.2. **User Content.** You own your User Content. By posting, displaying, sharing or distributing User Content on or through the Services, you grant us, and any Third Party Services used in connection with the Services, a nonexclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including User Content) in connection with your use of the Services, to (a) comply with legal process; (b) enforce these Terms, (c) respond to your requests for customer service, or (d) protect the rights, property or personal safety of Honee, our employees, directors or officers, partners and agents, or members of the public.
- 2.3. **Feedback.** You may provide ideas, suggestions, documents, and/or proposals about the Services to Honee through any means ("**Feedback**"), and you grant Honee a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and sublicensable right and license to use Feedback for any legitimate purpose.

3. **User Conduct.** You may not use the Services for any purpose that is prohibited by the Terms or applicable law. You will not (and will not permit any third party to) take any action or make available any content on or through the Services that: (a) infringes any intellectual property rights of any person or entity; (b) is unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or offensive; (c) is unauthorized or unsolicited advertising, junk or bulk e-mail; (d) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (e) impersonates any person or entity, including any

employee or representative of Honee; (f) interferes with the proper functioning of the Services; (g) engages in any potentially harmful acts directed against the Services, including violating any security features of the Services, introducing viruses, worms, or similar harmful code into the Services; (h) is not compliant with any U.S. or international securities laws, or (h) attempts to do any of the foregoing.

4. **Investigations.** If Honee becomes aware of any possible violations by you of any provision of the Terms, Honee may investigate such violations, at its sole discretion, take any of the actions set forth in Section 10 below.
5. **Third-Party Properties.** The Services may contain links to third-party websites and applications (collectively, “**Third-Party Properties**”). When you click on a link to a Third-Party Property, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or application. Honee provides these Third-Party Properties only as a convenience and does not make any representations with respect to Third-Party Properties, or their products or services. You use Third-Party Properties at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Properties, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
6. **Indemnification.** You agree to indemnify and hold Honee, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “**Honee Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) your use of, or inability to use, the Services; (b) your violation of the Terms; (c) your violation of any rights of another party, including any other users of the Services; or (d) your violation of any applicable laws, rules or regulations. Honee may, at its own cost, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Honee in asserting any available defenses. This provision does not require you to indemnify any Honee Party for any fraud, gross negligence, or willful misconduct in connection with the Services.
7. **Disclaimer of Warranties.**
  - 7.1. **As Is.** THE SITE, SERVICES AND SOFTWARE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS, AND HONEE EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE, SERVICES, AND SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF USE OF THE SITE, SERVICES, AND SOFTWARE RESTS ENTIRELY WITH YOU.
  - 7.2. **Beta Releases.** FROM TIME TO TIME, HONEE MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES, WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT HONEE’ SOLE DISCRETION.
  - 7.3. **Third Party Conduct.** HONEE IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD HONEE LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE SERVICES, INCLUDING OPERATORS OF THIRD PARTY PARTY SERVICES AND THIRD PARTY PROPERTIES AND OTHER

USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

**8. Limitation of Liability.**

- 8.1. Disclaimer.** IN NO EVENT WILL HONEE BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT HONEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED.
- 8.2. Cap on Liability.** UNDER NO CIRCUMSTANCES WILL HONEE BE LIABLE TO YOU FOR DAMAGES ARISING OUT OF THE SERVICES EXCEEDING \$1000.
- 8.3. Exceptions.** The limitations in Sections 8.1 and 8.2 will not apply to damages caused by the fraud, gross negligence, or willful misconduct of Honee, or to the extent such limitations are precluded by applicable law (in which case Honee' liability will be increased to the minimum amount required to comply with such law).

**9. Term and Termination.**

- 9.1. Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or use the Site, Services, or Software, unless terminated earlier in accordance with this Section 9.
- 9.2. Termination by Honee.** Honee may, at any time and for any reason, cease providing any or all of the Services, and/or terminate the Terms. Without limiting the foregoing, we may also terminate your access to any or all of the Services if you materially breach any provision of the Terms, or if Honee is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful).
- 9.3. Termination by You.** Except as set forth in Section 9.4, these Terms will be of no further force and effect with respect to you if you cease all use of the Services and Software and no longer visit the Site.
- 9.4. Effect of Termination.** Upon termination of any Service, your right to use such Service will automatically terminate immediately. Honee will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive termination of Services will do so, including Sections 2, 6, 7, 8, 9.4, 10 and 11.

**10. General Provisions.**

- 10.1. Electronic Communications.** Communications between you and Honee use electronic means, whether made via the Site or Services or sent via e-mail, or whether Honee posts notices on the Site or Services. For contractual purposes, you (1) consent to receive communications from Honee in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Honee provides to you electronically satisfy any legal

requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

- 10.2. **Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Honee' prior written consent.
- 10.3. **Force Majeure.** Honee will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- 10.4. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Site, Services or Software, please contact us at: [hello@honee.app](mailto:hello@honee.app) or at Grom R&D Limited 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX, company number 12444209. We will do our best to address your concerns.
- 10.5. **Governing Law, Arbitration & Venue** This Agreement and your use of Honee is governed exclusively by the laws of England and Wales, notwithstanding any principles of conflicts of law. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration, shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. If the foregoing arbitration is not permitted by applicable law or any court with jurisdiction, you irrevocably agree that all claims, disputes, or controversies shall be settled exclusively by the courts of England and Wales.
- 10.6. **Notice.** Where Honee requires that you provide an e-mail address, you are responsible for providing Honee with your most current e-mail address. In the event that the last e-mail address you provided to Honee is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Honee's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Grom R&D Limited 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX, company number 12444209. Such notice will be deemed given when received by Honee by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.
- 10.7. **Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 10.8. **Severability.** If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.
- 10.9. **Entire Agreement.** These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.