### Ambassador Program Terms and Conditions

Last version updated: October 30th 2024

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE PROGRAM OR MAKING ANY DECISIONS REGARDING AURORA'S PROGRAM, AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATIONS OF LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR IF YOU ARE A PROHIBITED PERSON, YOU ARE NOT PERMITTED TO PARTICIPATE IN THE PROGRAM OR.

BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND IRREVOCABLY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU ALSO AGREE TO MONITOR AURORA'S WEBSITE FOR ANY UPDATES OR ANNOUNCEMENTS, AS AURORA RESERVES THE RIGHT TO AMEND OR UPDATE THESE TERMS AND CONDITIONS AT ITS SOLE DISCRETION WITHOUT PRIOR NOTICE. PLEASE REFER TO CLAUSE 6 FOR FURTHER INFORMATION.

BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE THAT YOU NEED TO SUBMIT YOUR PERSONAL DATA AND THAT AURORA CAN TRANSFER AND ASSIGN THE MANAGEMENT OR RESPONSIBILITY OF YOUR PERSONAL DATA STORAGE TO A THIRD PARTY.

OTHER THAN AS EXPRESSLY STATED IN INFORMATION MATERIALS PROVIDED BY AURORA, THE PRODUCTS OR PARTICIPATION IN THE PROGRAM DO NOT CONFER ANY OWNERSHIP RIGHT, STAKE, SHARE, OR EQUIVALENT RIGHTS, NOR DO THEY GRANT ANY RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS ASSOCIATED WITH AURORA, ITS PLATFORM, OR ITS AFFILIATES. THE REWARDS ARE NOT INTENDED TO CONSTITUTE OR REPRESENT A STOCK, A LOAN, A COMMODITY, A CURRENCY, A SHARE, OR ANY FINANCIAL INSTRUMENT, INCLUDING WITHOUT LIMITATION, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN ENTITLEMENT TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE, OR A CONTRACT FOR DIFFERENCE IN GIBRALTAR OR ANY OTHER PERMITTED JURISDICTIONS.

YOU ARE AWARE OF THAT YOU MUST BE APPROVED BY THE AURORA'S KYC AND KYB PROCEDURE THROUGH AURORA'S <u>DUE DILIGENCE PROVIDER</u>.

BY CLICKING TO THE "I ACCEPT" BUTTON YOU AGREE AND YOU ARE AWARE OF THE TERMS OF THIS T&C.

# 1. **DEFINITIONS**

"**Aurora**" or the "Company" means Aurora DAO Ltd. a company incorporated in the British Virgins Islands, with registered number 2092309 and registered address at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands.

"Affiliates" means with respect to any specified Person, any director, officer, partner, member, agent, advisor or employee of such Person and any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, and for purposes of this definition "control" (including, with correlative meanings, the terms, "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of this management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Ambassador" or "You" means anyone who passed Aurora's Due Diligence Process and is eligible to complete specific tasks which will be provided by Aurora. In exchange, the Ambassador is eligible to receive the Reward according to Aurora sole's discretion.

"**Ambassador Program**" means a community-driven initiative where Ambassadors complete specific tasks to promote the Aurora Protocol.

**"Applicable Law**" means the applicable laws, acts, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, sanctions, administrative acts and decrees of any relevant jurisdiction.

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for ordinary business in the British Virgins Islands.

"**Data Protection**" shall mean the measures and policies implemented by Aurora to ensure the privacy, security, and proper handling of personal information provided by Ambassadors. This includes safeguarding personal data from unauthorized access, disclosure, alteration, or destruction, in compliance with applicable laws and regulations.

"**Data Processor**" means a natural or legal person, the public authority, agency or other body that processes personal data on behalf and in accordance with the instructions of Aurora.

"**Data Controller**" means the natural or legal person, the public authority, the agency or other body that, individually or in conjunction with others, determines the purposes and means of processing personal data. For the purposes of this Policy, Aurora is the personal Data Controller.

"Due Diligence Process" means the verification of KYC/KYB done by You through the following website.

"Rewards" means any kind of gratification given by Aurora to the Ambassador by Aurora's sole discretion.

"Parties" means Aurora and You.

"Permitted Jurisdiction" means a jurisdiction that is not a Prohibited Jurisdiction.

**"Person"** means an individual or legal entity or person, including, without limitation, a Governmental Authority or an agency or instrumentality thereof.

"**Personal Data**" means any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identifier, such as a name, electronic identifiers or email of that natural person;

"**Privacy Policy**" shall mean the terms which set out how we will collect, store, use, and manage the information received from you via the Ambassador Program;

"Prohibited Jurisdiction" means any jurisdiction identified in Schedule 1.

"Prohibited Person" means any such Person, as determined by Aurora in its sole and absolute discretion, that is:

(i) a Person unable to pass Aurora's <u>KYC</u> requirements as may be determined by Aurora from time to time in its sole and absolute discretion;

(ii) a U.S. Person;

(iii) citizen or resident of or located in, or a legal entity formed or incorporated within or subject to the Laws of, a Prohibited Jurisdiction (irrespective of whether use of a virtual private network or other technical workaround to effect such transaction and avoid detection within a Prohibited Jurisdiction);

(iv) an individual or an individual employed by or associated with a legal entity or a legal entity identified on the United States Department of Commerce denied persons or entity list, the United States Department of Treasury's specially designated nationals or blocked persons lists, the United States Department of State's debarred parties list, the consolidated sanctions list maintained by the United States Department of Treasury's Office of Foreign Assets Control any United Nations Security Council sanctions lists or any other sanctions list;

(v) a Person identified as a terrorist organisation on any other relevant lists maintained by any Governmental Authority;

(vi) a Person acting, directly or indirectly, in contravention of any Applicable Law;

(vii) a Person in any manner limited or prohibited (or that requires licensing, registration or approval of any kind) from the purchasing, possessing, transferring, using or otherwise conducting a transaction involving any amount of Products under Applicable Law;

(viii) a Person that has been involved at any time in any type of activity associated with money laundering or terrorist financing or any other applicable anti-corruption or anti bribery statute or has been subject to any investigation or sanction by, or a request for information from, any Governmental Authority relating to money laundering, terrorist financing, corruption or bribery in any jurisdiction or under any Applicable Law; or

(ix) a Person that is, unless otherwise disclosed in writing to Aurora prior to Your taking part in the Product Sale or acquiring Products from any third party, a politically exposed person ("**PEP**") as defined by the Financial Action Task Force (or such similar Person under any Applicable Law) as an individual who is or has been entrusted with a prominent public function or an immediate family member or close associate of a PEP or any corporation, business or other entity that has been formed by, or for the benefit of, a PEP or any immediate family member or close associate of a PEP.

(x) a Person that is deemed by Aurora at its sole discretion to be prohibited from participation within the Ambassador Program due to acceptance being considered adverse to the reputation, business activities or brand of Aurora.

(xi) a Person prohibited from participation in the Ambassador program for any other reason not listed within this definition that Aurora determines now or at a future date to be in the best interests of the business to act upon.

"Third-Party" means any individual, entity, or organization that is not a direct participant in the agreement between the parties involved. This includes, but is not limited to, service providers, vendors, contractors, affiliates, partners, and any other parties that may be engaged in providing services, products, or information related to the services outlined in these Terms and Conditions.

"U.S. Person" means any one of the following:

(i) any U.S. Citizen;

(ii) any natural person resident in the United States of America;

(iii) any partnership or corporation organized or incorporated under the laws of the United States of America;

(iv) any estate of which any executor or administrator is a U.S. Person;

(v) any trust of which any trustee is a U.S. Person;

(vi) any agency or branch of a foreign entity located in the United States of America;

(vii) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;

(viii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States of America; and

(ix) any partnership or corporation if

(a) organized or incorporated under the laws of any foreign jurisdiction; and

(b) formed by the U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

However, for the avoidance of doubt, the following are not a "U.S. Person"

(x) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;

(xi) any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if

(a) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and

(b) the estate is governed by foreign law;

(xii) any trust of which any professional fiduciary acting as trustee is a U.S. Person, if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person;

(xiii) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

(xiv) any agency or branch of the U.S. Person located outside the United States if

(a) the agency or branch operates for valid business reasons; and

(b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and

(xv) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter- American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

These terms and conditions (hereinafter, the "**T&Cs**") and the Program Rules set forth the main terms regarding the Ambassador Program.

# 2. The Program

- 2.1. The Ambassador Program entails the performance of specific tasks ("Tasks") by the Ambassador to promote the Aurora Protocol community and encourage the broader of the network. The list Tasks adoption of is available at https://www.notion.so/127d1a8bd3e98051ad56c74133228c9b?v=0408f91cf800493a88ab bfd3c7e0c804&pvs=4, and Aurora reserves the right to modify these Tasks at any time, at its sole discretion.
- **2.2.** The Ambassador shall be entitled to receive certain rewards for the completion of the Tasks listed in the link mentioned above. Rewards shall be set in crypto and/or in experience points. Aurora reserves the right to decide, at its own discretion, whether a Task was fulfilled by the Ambassador or not.
- **2.3.** The payment of crypto rewards shall be made in the cryptocurrency \$AURORA, at Aurora's sole discretion, to the wallet address provided by the Ambassador. All payments shall be made within the first 15 days of the month following the validation of the Tasks by Aurora.
- **2.4.** All amounts due under these T&Cs are inclusive of VAT or any other applicable tax.
- **2.5.** These T&Cs constitute a legally binding obligation on You effective upon the earlier to occur of the date and time:
  - (i) You click the check box on the Website to indicate that You have read, understand and agree to these T&Cs;

# 3. Representations and Warranties

By participating in this Program, you, the Ambassador, represent and warrant that:

# 3.1 Eligibility and Compliance

- (i) You are at least 18 years of age.
- (ii) You have been approved through Aurora's Due Diligence process.

(iii) You perform your obligations with reasonable care and skill.

(iv) You will actively participate in the Program to the best of your ability.

(v) You comply with all applicable laws, statutes, and regulations as they may change from time to time.

### 3.2 Legal Capacity

(i) You are not a Prohibited Person.

(ii) You have the legal capacity in the jurisdiction of your residence to agree to and enter into these Terms and Conditions (T&Cs) voluntarily.

(iii) You have the full power, authority, and capacity to comply with these T&Cs.

(iv) You are entering into these T&Cs based on your own independent judgment and, if applicable, on advice from independent advisers.

#### 3.3 Knowledge and Understanding

(i) You have the necessary experience and knowledge to interact with cryptocurrencies, cryptographic products, and Blockchain-based systems, and you fully understand the relevant frameworks.

(ii) You have obtained sufficient information about the Company and its rewards to enter into these T&Cs and have carefully read them.

(iii) You are aware of all the merits, risks (including those set forth in Clause 6 below), and any restrictions associated with cryptocurrencies, cryptographic products, and Blockchain-based systems, and accept responsibility for evaluating any purchase or use thereof.

### 3.4 Authorization

(i) If you are purchasing products on behalf of a corporation, Governmental Authority, or other legal entity, you have the right, power, and authority to bind them to these T&Cs.

#### 3.5 Sanctions and Compliance

(i) You are not identified on, or acting on behalf of any person identified on, any list of persons subject to trade or economic sanctions, including the Specially Designated Nationals and Blocked Persons list maintained by the U.S. Treasury Department's Office of Foreign Assets Control.
(ii) You are not established, resident, or operating from countries or territories subject to U.S. economic sanctions, including any Prohibited Jurisdiction.

(iii) You will not access or use the Rewards if any applicable laws prohibit you from doing so.

#### 3.6 Use of Funds

(i) The funds you use do not derive from any criminal, unlawful, or illegal activity, including money laundering or terrorist financing.

(ii) The Rewards will not be used to facilitate any criminal, unlawful, or illegal activity, including money laundering or terrorist financing.

#### 3.7 Intent and Representation

(i) Your intention towards the Rewards is without any expectation of profit, dividend, capital gain, financial yield, or any other return, payment, or income of any kind.

(ii) Your participation in initiatives related to the Rewards, such as bonuses (if implemented at the Company's sole discretion), is lawful.

(iii) All information provided by you is true, complete, valid, and not misleading in any respect.

# 3.8 Security Measures

You will implement reasonable and appropriate measures to secure access to:

(A) any device associated with you and/or utilized in connection with your purchase of Products,

(B) private keys to your wallet or account, and

(C) your email address, account, username, password, and any other login or identifying credentials.

# 3.9 Non-Transferability

- You are entering into these T&Cs for your own account and not as a trustee, nominee, representative, or agent, and not with a view to resale in connection with the distribution thereof.
- You have no present intention of selling, granting participation in, or otherwise distributing the same.

# 3.10 Prohibited Actions

You undertake and agree not to:

(i) Violate or assist any party in violating any applicable law or any other law, statute, ordinance, regulation, or rule of any Governmental Authority.

(ii) Provide false, inaccurate, incomplete, or misleading information to the Company.

(iii) Claim ownership of any property that infringes or would infringe upon:

(A) the Company's intellectual property rights; or

(B) any third party's intellectual property rights.

(iv) Distribute unsolicited or unauthorized advertising, promotional, or marketing material, or any junk mail, spam, or chain letters.

(v) Reverse engineer or disassemble any aspect of the Products for any purpose, including accessing source code, object code, underlying ideas and concepts, or algorithms.

(vi) Take any action that imposes an unreasonable or disproportionately large burden on the Company's infrastructure or detrimentally interferes with, intercepts, or expropriates any system, data, or information of the Company.

(vii) Transmit or upload any material that contains viruses, Trojan horses, worms, or any other harmful programs.

(viii) Attempt to gain unauthorized access to the Company's systems, computer systems, or networks connected to the Company.

(ix) Transfer any rights granted to you under these T&Cs.

# 4. Term

**4.1.** These T&Cs shall become effective as of the date you accept these T&Cs and shall be in full force and effect unless terminated by Aurora.

### 5. Intellectual Property

- **5.1.** Aurora and the Ambassador shall retain ownership of all intellectual property rights previously owned by each party. Nothing in these T&Cs shall be construed as an assignment of any intellectual property rights to the other party.
- **5.2.** You may not reproduce, distribute, modify, disassemble, reverse engineer, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Company Materials (the "**Prohibited Actions**"). Except as expressly set forth herein, these T&Cs do not contain any implied license and the Company expressly reserves all rights including all rights, title and interest in all products of the Company, the Ambassador Program, and any related content.
- **5.3.** All content created by the Ambassadors must be original and not infringe on third-party rights. The Ambassador grants Aurora a royalty-free, perpetual license to use any content created by the Ambassador while in the program.

# 6. Limitation of Liability

- **6.1.** Except in cases of willful misconduct, fraud, or gross negligence by Aurora, the Ambassador unconditionally agrees that Aurora and any third parties collaborating with Aurora are not liable for any direct or indirect damages suffered by the Ambassador or any third party as a result of or in connection with fulfilling the Tasks under this Ambassador Program. This includes, without limitation, any activities or communications conducted by the Ambassador on their social media accounts or actions taken to complete the Tasks listed in the Ambassador Program.
- **6.2.** Aurora shall not be liable for any failure or delay in the performance of its obligations under these T&Cs due to circumstances beyond its reasonable control, including technical malfunctions, internet disruptions, or other unforeseen events.
- **6.3.** The Ambassador acknowledges, agrees, and assumes all risks associated with these T&Cs and the Products, including, without limitation, those disclosed in the information list provided.
- **6.4.** The Ambassador confirms that they have read and fully understood Schedule 2 (Certain Risk Factors) attached to these T&Cs and accepts the risks identified therein.
- **6.5.** There may be additional unforeseen risks due to the nascent state of cryptographic product technology, Blockchain-based technology, and related technologies. To the maximum extent permitted by Applicable Law, the Company and relevant parties are not liable for any damage or loss claimed on any basis, including business loss, revenue loss, anticipated savings, loss of profits, data loss, damage to equipment or software, or harm to goodwill, personal injury, pain, or emotional distress, whether direct, indirect, punitive, consequential, incidental, special, exemplary, or otherwise, resulting from:

(i) the use or inability to use, or the availability or unavailability of any platform, material, information, software, facilities, or content;

(ii) rewards;

(iii) any change in the value of cryptocurrency or cryptographic utility;

(iv) the ability or inability to sell or transfer cryptocurrency, tokens, or cryptographic utilities, or the existence or absence of any platform to exchange them for fiat currencies, cryptocurrencies, or cryptographic products;

(v) any illegal or unauthorized use of the Program, or receipt of rewards;

(vi) the release of any information provided by the Ambassador to the Company or any relevant party;

(vii) the resale or attempted resale or exchange of Rewards for fiat currency, cryptocurrency, or cryptographic products;

(viii) actions arising from or related to a breach of any Clause;

(ix) actions or omissions by any third-party payment processing entity or platform used to purchase or sell tokens or cryptocurrencies, or any inability to use such platforms or services and

(x) the manifestation or materialization of any risk discussed in Clause 6 herein.

- **6.6.** For avoidance of doubt, this limitation of liability shall apply with full force and effect in perpetuity for the benefit of the Company, as well as any future entity that may become the owner of the Company, whether by sale, merger, other transaction, or operation of Applicable Law.
- **6.7.** The above limitation of liability to apply, the limitations, exclusions, and disclaimers shall apply to the fullest extent allowed.

# 7. Indemnification

- **7.1.** The Ambassador agrees to assume full responsibility for their actions and to indemnify, defend, and hold harmless Aurora, including its affiliates, officers, agents, employees, contractors, successors, and assigns, from any and all claims, losses, damages, liabilities, penalties, legal fees, costs, and expenses, including third-party claims, arising out of or related to: (i) any breach of these T&Cs by the Ambassador or any violation of applicable laws or regulations; (ii) any negligent, wrongful, or unauthorized conduct by the Ambassador, including activities on their social media accounts in connection with their role in the Program; (iii) any use of intellectual property in violation of third-party rights; (iv) any inaccurate representation, warranty, or failure to comply with any covenant in these T&Cs or any related document provided in connection with this Program; and (v) any legal action initiated by or on behalf of the Ambassador that is resolved by a final judgment in favor of Aurora or any relevant party.
- **7.2.** This indemnity obligation shall continue beyond the termination of this Agreement and shall apply to any and all claims and liabilities arising from events prior to termination. Remedies provided in this Clause are cumulative and do not preclude Aurora from asserting any other rights or remedies.

# 8. Termination and Suspension

- **8.1.** The Ambassador acknowledges and agrees that the Company enters into these T&Cs with you in reliance on the representations and warranties set out in this clause.
- **8.2.** If the Ambassador violates any representations or warranties set forth in these T&Cs, or engages in any prohibited actions, Aurora reserves the right to issue a warning or to immediately suspend or terminate the Ambassador's participation in the Program.
- **8.3.** The Ambassador further agrees that Aurora may, at its sole discretion and without liability, terminate or suspend the Ambassador's participation in the Program, as well as the Program itself, at any time and for any reason, with or without prior notice.
- **8.4.** Upon any such suspension all rights and licenses granted to the Ambassador under these T&Cs will immediately terminate.

### 9. Independent Parties

**9.1.** The acceptance of these T&Cs by the Ambassador does not create any type of partnership between the Parties. Accordingly, the Ambassador hereby acknowledges that he/she is not an employee, agent, or contractor of Aurora, or part of a joint venture or partnership with Aurora for any purpose. Neither the Ambassador nor Aurora shall have the right to control the other's operation or prescribe the method by which they perform their normal activities. Neither Party shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement.

### 10. Privacy

- **10.1.** Before engaging with the Ambassador Program, please review our <u>Privacy Policy</u> (<u>aurora.dev</u>) to understand how Aurora collects, uses, and discloses data about users and third parties.
- **10.2.** Aurora, as the Data Controller and Processor, collects processes and/or shares personal data with third parties in accordance with its Privacy Policy and will adhere to applicable data protection and privacy laws, including, but not limited to, the GDPR.

# 11. Additional Disclaimers

- 11.1. OTHER THAN TO THE EXTENT SET OUT IN THE INFORMATION MATERIALS. ANYTHING RELATED TO THIS PROGRAM IS NOT INTENDED TO BE OR TO REPRESENT A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE OR A CONTRACT FOR DIFFERENCE IN THE BRITISH VIRGIN ISLANDS OR IN ANY PERMITTED JURISDICTIONS. REWARDS ARE NOT INTENDED TO BE SECURITIES IN THE BRITISH VIRGINS ISLANDS AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH IN THE BRITISH VIRGIN ISLANDS AND THE OFFER OF REWARDS HAS NOT BEEN REGISTERED WITH ANY GOVERNMENTAL AUTHORITY IN THE BRITISH VIRGIN ISLANDS OR ANY PERMITTED JURISDICTIONS. YOU ACKNOWLEDGE AND AGREE THAT REWARDS DO NOT REPRESENT ANY STOCK, LOAN CONTRACT, COMMODITY, CURRENCY, SHARE, INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, CERTIFICATE REPRESENTING CERTAIN SECURITIES, OPTION, FUTURE OR CONTRACT FOR DIFFERENCE OR RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS OF ANY MEMBER OF THE COMPANY. OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF THE COMPANY AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE COMPANY.
- **11.2.** THE COMPANY RESERVES THE RIGHT TO CANCEL ANY REWARD AND THE PROGRAM AT ANY TIME IN THE COMPANY'S SOLE AND ABSOLUTE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER

OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE COMPANY FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, CHANGE OF REGULATORY REQUIREMENTS, OR UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD OR OTHER ILLEGAL ACTIVITY.

11.3. CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR RESTRICT THE OFFER, SALE AND/OR PURCHASE OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC PRODUCTS, WHILE OTHER JURISDICTIONS MAY REQUIRE THE COMPANY AND/OR THE REWARDS TO BE LICENSED, REGISTERED, AUTHORISED OR OTHERWISE REGULATED. THE REWARDS MAY BE DEEMED TO BE SECURITIES FOR PURPOSES OF SECURITIES LAWS IN VARIOUS JURISDICTIONS SUCH THAT THE OFFER OR SALE OF REWARDS BY THE COMPANY IN SUCH JURISDICTIONS MAY REQUIRE REGISTRATION OR OTHER STEPS TO BE TAKEN WITH THE RELEVANT REGULATORY AUTHORITIES IN THOSE JURISDICTIONS OR FOR AN EXEMPTION FROM SUCH REGISTRATION OR OTHER STEPS BEING A REQUIREMENT. NO SUCH STEPS HAVE BEEN TAKEN BY THE COMPANY NOR HAS ANY SUCH RELEVANT EXEMPTION BEEN CONFIRMED. SOME OTHER JURISDICTIONS HAVE OR MAY HAVE BEEN EXCLUDED FROM THE PRODUCT SALE FOR OTHER REASONS, AS DETERMINED BY THE COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION. PERSONS (NATURAL OR LEGAL) WHO ARE A RESIDENT OR TAX RESIDENT, HAVE A DOMICILE IN OR OTHERWISE HAVE A RELEVANT CONNECTION WITH ANY PROHIBITED JURISDICTION ARE EXCLUDED FROM PARTICIPATING IN THE AMBASSADOR PROGRAM AND RECEIVING REWARDS.. THE INFORMATION CONTAINED IN THESE T&CS AND/OR, ANY INFORMATION MATERIALS WILL NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY ANY PRODUCTS WITHIN A PROHIBITED JURISDICTION OR TO ANY PROHIBITED PERSON. FOR THE AVOIDANCE OF DOUBT, THE LIST OF PROHIBITED JURISDICTIONS MAY BE CHANGED FROM TIME TO TIME, IRRESPECTIVE OF THE AWARENESS OF THE COMPANY AND RELEVANT AMENDMENTS MAY BE MADE TO THESE T&CS.

# 11. Changes to the T&C

- **11.4.** Aurora reserves the right to change, modify, amend, alter or supplement these T&Cs at any time and at its sole discretion without warning or notice.
- **11.5.** You agree to be bound by the amended T&Cs by continuing to engage in the Ambassador Program after such adjustments become effective. If You do not agree to the amended T&C, please abandon the Ambassador Program, through email or the Discord channel.

# 12. Applicable Law, Jurisdiction and Dispute Resolution

- **12.1.** These T&Cs shall be subject to the laws of the British Virgins Islands. Any disputes shall be finally ruled by the competent courts of the British Virgins Islands and You hereby waive any other jurisdiction that You may have the right to apply for.
- 12.2. To resolve any dispute, controversy or claim between the Parties arising out of or relating to these T&Cs, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party. Notice to the Company shall be sent through the various channels made available on the Website. Notice to You shall be by email or such other means as the Company may determine from time to time in its sole and absolute discretion. Your notice must include (a) Your name, postal address, email address and telephone number, and Discord handle, (b) a description in reasonable detail of the nature or basis of the dispute, and (c) the specific relief that You are seeking.

# 13. MISCELLANEOUS

- 13.1. Security. You must at all times remain the only person who has control over Your private key, digital wallet and any other device associated with the receipt of rewards and any username, passwords or other login or identifying credentials used by You with respect to the Ambassador Program. You must implement reasonable and appropriate measures designed to secure access to any private key, digital wallet or any other device associated with the Program. If You transfer any such private key, digital wallet or any other device associated with the participation in the Program You do so at Your own risk and the Company shall not be held responsible for any loss You may suffer as a result of third parties accessing Your private key, digital wallet or any other device associated. For the avoidance of doubt, the Company is under no obligation to recover or replace any such lost or stolen rewards or the access to the Program and You understand and agree that, subject to the provisions of these T&Cs, all rewards are non-refundable and therefore You shall not receive any amount of currency or other compensation for any rewards received and/or lost for whatever reason.
- 13.2. Assignment. The Company may, at its sole and absolute discretion, assign any of its rights and/or delegate its duties under these T&Cs (including, but not limited to data protection and privacy obligations. You may not assign Your rights or delegate Your obligations under these T&C with or without the written consent of the Company.
- 13.3. Severability. These T&C are meant to be severable in essence. If any provision of these T&C is found to be invalid or unenforceable in whole or in part in any jurisdiction, that provision shall be ineffective in that jurisdiction to the extent of such invalidity or unenforceability, without affecting the validity or enforceability of the remaining provisions of these T&C in that jurisdiction.
- 13.4. Electronic Notices and Use of Information. You (i) agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (hereinafter the "Communications") that the Company provides in connection with your participation in the Ambassador Program ; and (ii) have read and fully understood the Company's Privacy Policy. The Company and each of its Affiliates and their respective service providers may further disclose Your information to any of their respective service providers, agents, relevant custodians or similar third parties for any reason and such persons may keep Your information for any period of time permitted by Applicable Law. You do hereby consent to such persons disclosing any of Your information which they hold to any Governmental Authority or prosecuting authority for

any reason and without notice to You. You hereby acknowledge and agree to hold the Company and each such Affiliate harmless in respect of any disclosure of information by such persons in accordance with these T&Cs. For the avoidance of any doubt, the Company and each such Affiliate shall not be liable to You or any other person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure.

- 13.5. Force Majeure Events. The Company shall not be liable for (i) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (ii) any loss or damage arising from any event beyond the Company's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, pandemic, riot, labour dispute, accident, action of Governmental Authorities, communications, power failure, or equipment or software malfunction or any other cause beyond the Company's reasonable control (each, a "Force Majeure Event").
- 13.6. Compliance Policies. The Company and its Affiliates strictly follow applicable Anti-Money Laundering (AML), KYC and other Applicable Laws in the British Virgin Islands. You fully agree to assist the Company in fulfilling the obligations of any Applicable Law and to provide any necessary information that is required from You to the Company or any relevant Governmental Authority.

# SCHEDULE 1

# LIST OF PROHIBITED JURISDICTIONS

- Cuba
- Democratic People's Republic of North Korea
- Islamic Republic of Iran
- Libya
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- The so-called regions of Donetsk and Luhansk
- Russia
- Any jurisdiction in which the entry into these T&Cs is prohibited by Applicable Law
- Any jurisdiction which is subject to the United States, FATCA, United Nations or other applicable sanctions or embargoes.

The Company reserves the right to add any additional jurisdictions at any time and without prior notice.

# SCHEDULE 2: CERTAIN RISK FACTORS

The acquisition of tokens or rewards as part of the Aurora Ambassador Program involves a certain degree of risk. Please consider the risks outlined below, as well as all other information provided by Aurora, before participating. This list is not exhaustive, and other risks may apply.

### 1. No Warranties or Guarantees

Aurora provides no warranties, express or implied, regarding rewards. This includes, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement. Aurora does not guarantee that

### 2. No Guarantees of Value or Market

Tokens acquired as part of this program should not be viewed as investments. Aurora does not guarantee that tokens will hold any particular value, or that they will be tradeable or exchangeable in any market. The price and demand for tokens may fluctuate significantly, and there is a risk that the tokens could lose their value entirely.

### 3. Risks of Loss Due to Wallet Incompatibility

Ambassadors must ensure their cryptocurrency wallets are compatible with the tokens provided by Aurora. Wallets associated with third-party services that control private keys are not acceptable. Any losses resulting from incompatible or misconfigured wallets are the sole responsibility of the Ambassador.

### 4. Blockchain Protocol Risks

Any malfunction, unintended operation, or attack on the blockchain protocol underlying the tokens could negatively impact the tokens' value or functionality. Additionally, advancements in cryptography, such as quantum computing, could pose a threat to the security of and tokens.

### 5. Security Risks and Theft

Ambassadors are responsible for securing their private keys and digital wallets. Unauthorized access or loss of login credentials may lead to the loss of tokens, which are irretrievable. Ambassadors should take steps to ensure the security of their digital assets and devices.

#### 6. Legal and Tax Risks

The legal status of cryptographic tokens is unclear or unsettled in many jurisdictions. Regulatory actions may restrict the use, sale, or possession of tokens, affecting their functionality or value. Additionally, Ambassadors are responsible for understanding the tax implications of receiving tokens or rewards under the program.

#### 7. No Fiduciary Relationship

Participation in the Ambassador Program does not create a fiduciary relationship between Aurora and the Ambassador. The Ambassador has no equity, voting, or management rights in Aurora. Aurora reserves the right to modify or terminate the program, platform, or tokens at its discretion.

#### 8. No Guarantee of Platform Success

There are no assurances that will be successfully developed or adopted by a broad user base. The value of tokens is dependent on the success of and 's failure could result in the complete loss of token value.

#### 9. Unforeseen Risks

Due to the innovative nature of blockchain and cryptographic tokens, unforeseen risks may arise, including technical issues or regulatory changes that were not anticipated at the time of issuance. Ambassadors assume all risks associated with participating in the program.

By participating in the Aurora Ambassador Program you acknowledge and accept all risks, including those not listed above. Aurora assumes no responsibility for any losses, damages, or liabilities incurred by Ambassadors as a result of their participation in the program.