

DEAR POTENTIAL SPICE USER/INVESTOR. PLEASE READ THESE TERMS OF SERVICE (THIS “AGREEMENT”) CAREFULLY. YOUR USE OR ACCESS OF THE SITE (AS DEFINED BELOW) CONSTITUTES YOUR CONSENT TO THIS AGREEMENT.

Terms of Service - SPICE

Services

- SPICE is a decentralised system of smart contracts running on the Ethereum Blockchain (hereinafter “Platform”).
- Use of the Platform does not constitute a legally binding contract between you and the other users and/or SPICE Token holders. In particular, there is no intention of a legal obligation of a general or fundamental nature among users and/or SPICE token holders, unless expressly declared and agreed otherwise.
- The Platform provides functions according to the rules of its program code, irrespective of potentially deviating legal considerations. By using the Platform, you confirm that you have understood and acknowledge its programming, functioning and the associated risks, including financial risks. Use of the Platform is solely at your own risk. Any and all liability is excluded.
- Liability claims against the authors of the system of smart contracts (source code released as open source at [github link]), are excluded. Liability claims for programming errors and malfunctions in connection with the system of smart contracts are expressly excluded.
- Finally, there is no legal will between the users of the Platform and/or SPICE token holders to form a society according to the law of any kind.

Access and wallets

To access the services on the Site you must have access to a compatible virtual currency wallet (a “Wallet”) that supports ERC20 tokens. Any Assets you acquire through the Site will be held and administered solely by you through your Wallet, and we shall have no access to or responsibility in regard to your Wallet or any Crypto Asset held in your Wallet. It is solely your responsibility to determine what Wallet software to use in connection with the Site, and your use of such Wallets are subject to any governing terms of use or privacy policy of such Wallet. While we have added support for certain Wallets and Crypto Assets on the site, you acknowledge and agree that we are under no obligation to add additional support for other Wallets or other Crypto Assets, and that the inclusion of any particular Wallet or Crypto Asset is not an endorsement by us.

SPICE will not create a hosted Wallet for you or otherwise custody Crypto Assets on your behalf, and it is your sole responsibility to maintain the security of your Wallet. In the event that you lose access to your Wallet, a private key, password, or other method of securing your Wallet, any funds may be irretrievable, and SPICE will be unable to assist you in any way. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against SPICE, its affiliates and their respective stakeholders, members, directors, officers, employees, agents and representatives related to your use of any Wallet software, associated loss of funds, transaction failures, or any other defects that arise in the course of your use of your Wallet, including any losses that may obtain as a result of any failure in smart contracts made available on the Site. We reserve the right to modify, suspend or discontinue, temporarily or permanently, all or any part of our Site with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of all or any part of our Site.

The site is an administrative platform only. We are not a broker, dealer, financial institution, exchange, custodian, robo-advisor, intermediary, or creditor. The site does not facilitate transactions between buyers and sellers, including with respect to any transactions that occur during a rebalance, which transactions occur on third-party, unaffiliated platforms. We are not a counterparty to any transaction on the site or for any user of the site. Neither the site nor we provide financial advisory, legal, regulatory, or tax services directly, indirectly, implicitly, or in any other manner, and you should not consider any content contained in this agreement or otherwise posted on the site to be a substitute for professional financial, legal, regulatory, tax or other advice. We do not support or endorse any trader, and each trader is an independent agent with no employment relationship with us.

This Agreement is between you and SPICE. (“we”, “our” or “us”) concerning your use of (including any access to) of the websites, including but not limited to scifi.finance and each of their subdomains, our mobile applications, and our web applications (collectively with any other materials and services available therein, and successor site(s) or application(s) thereto, the “Site”). This Agreement hereby incorporates by this reference any additional terms and conditions with respect to the Site posted by us to the Site, or otherwise made available to you by us, including without limitation, during the creation, acquisition, transfer, or modification of certain digital assets, our online and/or mobile services, and software provided on or in connection with those services.

Acceptance

By accessing or using the Site, you agree to be bound by this Agreement and affirm that you are of legal age to enter into this Agreement where you live and have the legal capacity to enter into this Agreement.

If you are an individual accessing or using the Site on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an “Organization”), then you are agreeing to this Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Agreement. References to “you” and “your” in this Agreement will refer to both the individual using the Site and to any such Organization.

Eligibility

This site is offered and available to users who are 18 years of age or older, or, if the registered user is an Organization, you have the right, power and authority to enter into this agreement on behalf of the registered user and bind the registered user to its terms. If the registered user does not agree to the terms of this agreement, we will not provide our services and you must not use the Site or any of our services. Without limiting the foregoing, by using our Site, you acknowledge and understand that laws regarding financial instruments, which sometimes include Crypto Assets (as defined below), may vary from jurisdiction to jurisdiction, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your jurisdiction with regard to the use of our Site. For the avoidance of doubt, the ability to access our Site does not necessarily mean that our Site, or your activities through it, are legal under the laws, regulations or directives relevant to your jurisdiction. All of our Site or the services made available through our Site may not be available to all users, and we reserve the right to assess or reassess at any time your eligibility to use all or part of our Site. Our Site does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation.

Risks and Disclaimers

Use of the Site and participation in Transactions may carry financial risk. "Transactions" as used in this Agreement are defined as direct interactions with SPICE smart contracts on the Ethereum blockchain. You acknowledge and agree that you are aware of such risks, including the following:

Transactions in Crypto Assets can be very risky. Crypto Assets are, by their nature, highly experimental, risky, volatile and Transactions are generally irreversible. You should not make any transactional decision without first conducting your own research. You are solely and exclusively responsible for determining whether any transaction, or strategy, or any other product or service is appropriate or suitable for you based on your own objectives and personal and financial situation. You acknowledge and agree that you will access and use the Site and participate in Transactions at your own risk.

Understanding Crypto Assets and Transactions may require advanced technical knowledge. Crypto Assets are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate the inherent risks of transacting Crypto Assets. Any reference to a type of Token on the Site does not indicate our approval or disapproval of the underlying technology regarding such type of Token, and should not be used as a substitute for your own understanding of the risks specific to each type of Token. We make no warranty as to the suitability of the Crypto Assets referenced on the Site and assume no fiduciary duty in our relations with you.

In entering into any Transaction, you represent that you have been, are and will be solely responsible for making your own independent appraisal and investigations into the risks of the Transaction and the underlying Crypto Assets. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction or any underlying Token. You accept all consequences of participating in Transactions, including the risk that you may lose access to your Crypto Assets indefinitely. All Transaction decisions are made solely by you. Notwithstanding anything in this Agreement, we accept no responsibility whatsoever for and will in no circumstances be liable to you in connection with Transactions. Under no circumstances will the operation of all or any portion of the Site be deemed to create a relationship that includes the provision or tendering of investment advice.

The prices of Crypto Assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Crypto Assets, which may also be subject to significant price volatility.

Our Service does not store, send, or receive Crypto Assets. Any transfer of Crypto Assets occurs within the supporting blockchain and not on this Service, as such transfers are generally not reversible or cancelable. You should not make any transactional decision without first conducting your own research. You are solely and exclusively responsible for determining whether any transaction, or strategy, or any other product or service is appropriate or suitable for you based on your own objectives and personal and financial situation.

Neither we or any Trader, portfolio or strategy guarantees the future performance of your Crypto Asset, any specific level of performance, the success of any transaction strategy or the success of your overall management of the Account. When reviewing the Information, portfolio, financial performance information, opinions of Traders, you should not assume that the user is unbiased, independent or qualified to provide financial information or opinions. Past performance and risk scores have many inherent limitations and are not indicative of future results. No representation or guarantee is being made that any Trader will or is likely to achieve gains or losses similar to the past performance or risk score shown. The actual percentage gains or losses experienced by investors will vary depending on many factors

To the maximum extent permissible under applicable law, neither we nor any of our affiliates will be liable for (a) any loss arising from following your written or oral instructions, (b) any loss that you may suffer by reason of any decision made or other action taken by an account elected to be copied by you, including without limitation, a Company Trader account; or (c) any loss arising from any investment decision made or other action taken or omitted in good faith by any copied account, strategy or portfolio, including, without limitation, a Company Trader account. Notwithstanding the foregoing, nothing in these Terms will waive or limit any rights that you may have under any applicable laws which may not be waived or limited.

You are responsible for complying with applicable law. You agree that we are not responsible for determining whether or which laws may apply to your Transactions, including tax laws. You are advised to consult an attorney regarding the legality of any activities on the Site. You are solely responsible for reporting and paying any taxes arising from your use of the Site and participation in any Transaction.

You are aware of and accept the risk of operational challenges. The Site may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Site. You agree to accept the risk of a Transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold us accountable for any related losses. We will not bear any liability, whatsoever, for any damage or interruptions caused by any Viruses that may affect your computer or other equipment, or any phishing, spoofing or any other type of similar activity.

There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Site, however caused.

The regulatory regime governing blockchain technologies, cryptocurrencies, and Crypto Assets is uncertain. New regulations or policies may materially adversely affect the development of the Auction and/or Service and the utility of Crypto Assets. You are advised to consult with legal counsel regarding the Site's contents in your jurisdiction.

You accept and confirm that a conflict of interest may arise when the interest of us and its affiliates competes or may appear to compete with your interests under this Agreement. Specifically, you hereby acknowledge and confirm that: (a) we may participate in certain transactions or auctions during a rebalancing period in an individual capacity ; (b) we may execute at the same time our own orders which may be opposite a user; (c) we may establish business, including without limitation, trading relationships with other issuers of financial instruments and we may have a financial interest in such instruments; (d) we may seek to act as a market maker and in this context there may be inherent conflicts of interest; and (e) we may compensate or share our revenues from your activity with our affiliates, partners or other similar parties performing marketing activities on our behalf. You hereby further acknowledge that we also may compensate Traders who you have elected to follow or copy. SPICE does not currently charge fees or compensate individuals in a manner that would cause such conflict of interest to arise, but we reserve the right to do so, and you hereby acknowledge and agree that you understand the risks attendant to this potential conflict of interest.

The Service will rely on third-party platforms such as MetaMask to perform the transactions for the Auction of Crypto Assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses

market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Site will suffer. The terms and conditions of MetaMask and will govern your use of MetaMask and may be subject to update from time to time.

We do not own or control the underlying software protocols which govern the operation of Crypto Assets available through the Site. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. We are not responsible for operation of the underlying protocols, and we make no guarantee of their functionality, security, or availability. The underlying protocols are subject to sudden changes in operating rules (“Forks”), and such Forks may materially affect the value, function, or even the name of a Crypto Asset available on the Site. In the event of a Fork, we may temporarily suspend the Site’s operations (with or without advance notice to you) and we may (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the Forked protocol entirely.

Warranties and Disclaimers

We have put in a great deal of effort to deliver you the site and we hope you find it valuable, but there are certain things we can’t promise about them. You expressly acknowledge and agree that your access to and use of the site and any site content is at your sole risk. Other than as expressly set out in these terms, neither we nor our affiliates, suppliers or distributors make any warranty, either express or implied, about the site or site content. The site and site content are provided “as is.” We do not warrant that: (1) the operation of the site or site content will be uninterrupted, error-free, or virus-free; (2) the functions contained in the site or site content will be accurate or meet your requirements; or (3) any defects in the site or site content will be corrected. To the maximum extent permitted by law, we also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement. Some states or jurisdictions do not allow the disclaimer of implied warranties, so some disclaimers in this section may not apply to you.

Limitation of Liability

To the fullest extent permitted by law, in no event will we be responsible to you for any: (1) loss of use, data, business or profits; (2) financial losses; or (3) indirect, special consequential, exemplary, or punitive damages. This will be whether or not our parties have been warned of the possibility of such damages. Notwithstanding anything to the contrary in these terms, nothing in these terms excludes or limits liability for fraud, fraudulent misrepresentation, or for death or personal injury caused by gross negligence.

Indemnification

You agree to defend, indemnify and hold us harmless, our affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of this Agreement or your use of the Site, including, but not limited to any use of the Site’s content, services and products other than as expressly authorized in this Agreement or your use of any information obtained from the Site.

Designated Countries Privacy Rights

This Section only applies to users and customers of the Site that are located in the European Economic Area, United Kingdom and/or Switzerland (collectively, the “Designated Countries”) at the time of data collection. We may ask you to identify which country you are located in when you use some of the Site, or we may rely on your IP address to identify which country you are located in. Where we rely only on your IP address, we cannot apply the terms of this Section to any User or Customer that masks or otherwise obfuscates their location information so as not to appear located in the Designated Countries. If any terms in this Section conflict with other terms contained in this Agreement, the terms in this section shall apply to Users and Customers in the Designated Countries.

We are a data controller with regard to any personal information collected from Customers or Users of its Site. A “data controller” is an entity that determines the purposes for which and the manner in which any personal information is processed. Any third parties that act as our service providers are “data processors” that handle your personal information in accordance with our instructions.

You may object to our processing at any time and as permitted by applicable law if we process your personal information on the legal basis of consent, contract or legitimate interests. We can continue to process your personal information if it is necessary for the defense of legal claims, or for any other exceptions permitted by applicable law.

If we process your personal information based on a contract with you or based on your consent, or the processing is carried out by automated means, you may request to receive your personal information in a structured, commonly used and machine-readable format, and to have us transfer your personal information directly to another “controller”, where technically feasible, unless exercise of this right adversely affects the rights and freedoms of others.

If you believe we have infringed or violated your privacy rights, please contact us so that we can work to resolve your concerns. You also have a right to lodge a complaint with a competent supervisory authority situated in a Member State of your habitual residence, place of work, or place of alleged infringement.

Changes to this Agreement

We reserve the right to change this Agreement at any time upon notice. We may give notice by posting the updated Agreement on the Site or by any other reasonable means. You can review the most current version of this Agreement at any time. This Agreement in effect at the time of your use of the Site apply. Updated versions of the Agreement are binding on you with respect to your use of the Site on or after the date indicated in the updated Agreement. If you do not agree to the updated Agreement, you must stop using the Site. Your continued use of the Site after the date of the updated Agreement will constitute your acceptance of the updated Agreement.

Entire Agreement

This Agreement and Privacy Policy constitute the sole and entire agreement between you and us with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us.