Terms and Conditions

Aquara Foundation - Terms and Conditions

Updated and effective: November 26th 2024

Aquara Foundation (currently operating as a sole proprietorship, transitioning to a private limited company when legally feasible), based in Copenhagen, Denmark (hereinafter referred to as "Aquara," "we," "us," or "our"), owns and operates a decentralized finance ecosystem, which includes the following domains:

A. https://aquara.io (main site).

(collectively referred to as the "Websites"); alongside (e) mobile applications; (f) application programming interfaces (APIs); (g) software; and (h) any additional products and services offered through Aquara's decentralized finance ecosystem (collectively referred to as the "Platform").

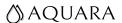
The products and services on our Platform involve the use of digital assets, including the native utility token AQA, and may include future offerings of virtual assets, water-related conservation tokens, or associated blockchain-based resources. These offerings are supported by the features, functionality, content, applications, services, technologies, and software developed or made available by Aquara Foundation within the Platform.

While Aquara Foundation envisions a DAO-led approach for community-driven water resource initiatives, the Foundation currently does not own or control any water resources. Any future initiatives involving potential acquisition of water-related assets or rights will require extensive legal, regulatory, and logistical review and are not guaranteed. Aquara's objectives center around promoting sustainable practices, education, and partnerships for water resource awareness rather than direct ownership or control.

Aquara's primary focus is on advocating sustainable water resource management through educational initiatives, partnerships, and potential funding for water sustainability projects. Tokenholders should view Aquara's mission as a movement toward awareness and support of water sustainability, rather than a direct investment in physical water assets.

As Aquara transitions to a DAO model, the scope and specifics of water-related initiatives may evolve. Proposed actions will be disclosed transparently, with disclaimers to inform the community about feasibility, potential outcomes, and adherence to ethical standards.

While Aquara's long-term mission is to support sustainable water resource management, tokenholders should recognize the aspirational nature of this goal. All initiatives concerning water



resources will be approached with caution, ensuring full regulatory compliance, ethical alignment, and community consensus.

Any visitor to the Platform (collectively, "User," "you," or "your") may only use our Platform and Services in compliance with these Terms and all applicable laws. Your access to and use of the Platform and the Services are subject to your acceptance of these Terms and Conditions, including all disclaimers, notices, statements, and policies issued by Aquara, which are made available on the Platform.

These Terms and Conditions form a legally binding contract between you and Aquara, which you must accept to use any part of the Platform. These Terms and Conditions should be read alongside our Privacy Policy and all other Aquara Foundation policies.

Our products and services are provided through Aquara Foundation and any local or affiliated entities operating as subsidiaries or service providers of Aquara Foundation. Depending on the services accessed by you, in addition to these Terms and Conditions, any applicable terms and conditions related to the sale, purchase, or use of AQA tokens or other digital assets—including the details outlined in the Whitepaper—will apply to you.

The Platform, Services, and tokens (including AQA) are provided by Aquara Foundation. Currently, Aquara Foundation operates and manages the Platform, and will be your sole and exclusive counterparty to these Terms and Conditions.

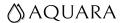
1. TERMS AND CONDITIONS OF USE

- 1.1. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PLATFORM. BY ACCESSING, USING, OR PARTICIPATING ON THE AQUARA PLATFORM OR ANY PART THEREOF, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND AQUARA FOUNDATION.
- 1.2. IF YOU DO NOT AGREE TO BE BOUND BY OR ACCEPT ANY PART OF THESE TERMS AND CONDITIONS, PLEASE DISCONTINUE USE OF THE PLATFORM AND ANY SERVICES IMMEDIATELY.
- 1.3. AQUARA FOUNDATION RESERVES THE RIGHT TO AMEND THESE TERMS AND CONDITIONS AT ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE. ANY SUCH AMENDMENTS WILL BECOME EFFECTIVE ONCE POSTED ON THE PLATFORM. YOU AGREE TO REVIEW THESE TERMS AND CONDITIONS PERIODICALLY FOR UPDATES. YOUR CONTINUED USE OF THE PLATFORM AND/OR SERVICES FOLLOWING ANY MODIFICATION WILL BE DEEMED ACCEPTANCE OF THE UPDATED TERMS AND CONDITIONS.

2. DEFINITIONS

Unless otherwise specified, the following terms shall have the meanings outlined below:

"Account" refers to any and all information and data associated with a User, which may include necessary information and data for authorization (including, but not limited to, the User's wallet address).



"Content" includes all documents, information, data, text, software, audio, music, sound, photographs, messages, tags, logos, slogans, custom graphics, button icons, scripts, videos, text, images, code, files, content, and other materials accessible through the Aquara Platform, whether publicly posted or privately transmitted.

"Intellectual Property" encompasses any and all intellectual property present on the Platform, including in the Tokens and Content, covering but not limited to all copyright, patents, trademarks, trade secrets, business names, domain names, design rights, processes, methodologies, and both registered and unregistered rights. This Intellectual Property is owned by us or licensed to us.

"Intellectual Property Rights" refers to all present and future intellectual and industrial property rights granted by statute, common law, or equity, including:

- (i) Any Intellectual Property or similar rights subsisting as a result of intellectual effort in any domain, whether registered or capable of registration;
- (ii) Any application or right to apply for registration of any of these rights or similar rights arising or capable of arising under statute or common law globally;
- (iii) Any registration or application of these rights;
- (iv) All renewals and extensions of these rights;
- (v) Any other Intellectual Property Rights outlined under these Terms and Conditions.

"Aquara Community" shall refer to individuals or entities holding AQA tokens or actively participating in Aquara's governance, including those involved in Aquara's Decentralized Autonomous Organization (DAO) as it evolves.

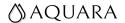
"Aquara Ecosystem" The Aquara ecosystem refers to the range of utilities, benefits, and community engagement opportunities accessible to AQA tokenholders within the Aquara platform. This may include governance participation, involvement in community-driven initiatives, and any future offerings developed by Aquara Foundation. AQA tokens provide access to and engagement within the ecosystem, aligned with Aquara's mission of water sustainability and eco-conscious finance. However, ownership of AQA tokens does not confer any financial or ownership interest in Aquara Foundation or its assets.

"Water Reserves" For the purposes of Aquara Foundation's investment strategy, "water reserves" refer to financial instruments such as exchange-traded funds (ETFs), stocks, and funds that focus on water resources, conservation, management, operational infrastructure, and companies within water-related industries. These assets may include entities engaged in water conservation, water supply, water treatment, distribution systems, and overall water resource management, provided they align with Aquara Foundation's mission of promoting sustainable water resource management.

"Bitcoin-Related Assets" Aquara Foundation's approach to acquiring Bitcoin-related assets encompasses, but is not limited to, direct Bitcoin holdings, investments in ETFs or other financial products with significant exposure to Bitcoin, and stocks of companies whose operations are substantially tied to Bitcoin activities. These Bitcoin-related assets are chosen to support Aquara Foundation's broader asset-backed strategy for AQA tokens, without implying a direct Bitcoin-totoken value or performance guarantee.

"Restricted Content" means any content or material that:

- (i) Promotes or relates to illegal activities (including but not limited to illegal drugs, phishing, terrorism, criminal activity, chain letters, etc.);
- (ii) Promotes or is associated with tobacco, gambling, or weapons;



- (iii) Includes pornographic or obscene materials;
- (iv) Depicts graphic or explicit violence excessively;
- (v) Is defamatory, inappropriate, or profane;
- (vi) Is discriminatory or constitutes "hate speech" against individuals or groups based on characteristics such as race, sex, creed, national origin, religion, sexual orientation, or language;
- (vii) Contains malware, viruses, worms, or other harmful materials that may damage or disrupt Aquara's platform, any User's device, or third-party services.

"Services" refers to all of Aquara Foundation's products, features, and offerings available on the Platform, which may include:

- (i) Aquara token (AQA) transactions and staking mechanisms;
- (ii) Governance features allowing tokenholders to participate in Aquara's decentralized ecosystem;
- (iii) Educational content, community engagement programs, and water conservation resources;
- (iv) Any additional services introduced by Aquara Foundation to enhance platform utility and community involvement.

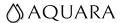
"Tokens" means the digital assets created or issued by Aquara Foundation, specifically including:

- (i) Aquara utility tokens (AQA);
- (ii) Future tokens or digital assets that may be introduced to support Aquara's mission.

"Whitepaper" shall refer to the Aquara Whitepaper, which outlines Aquara's mission, tokenomics, governance model, and sustainability objectives. This document is accessible on Aquara's official website and provides foundational information on the project and its structure.

3. ACCESS TO AND USE OF SERVICES ON THE PLATFORM

- 3.1. The Platform is made available by Aquara Foundation and offers the functionalities and utilities described in the Aquara Whitepaper.
- 3.2. Access to and use of Services on the Platform are determined by Aquara Foundation and provided in accordance with applicable laws and regulations. Users understand and acknowledge that access to and use of specific Services and Tokens are governed by these Terms and Conditions, as well as the Whitepaper and any relevant third-party terms and conditions that may apply to the provision of Aquara's services. The Platform may not be available in all regions. Aquara Foundation reserves the right to restrict or block access to our Services, Tokens, and Platform in any location, at our sole discretion and without prior notice.
- 3.3. The Platform is only available to Users who are at least eighteen (18) years of age or the age of majority in their jurisdiction ("Majority"). Users under the age of Majority are prohibited from accessing the Services without the consent and approval of a legal parent or guardian. By accessing the Services as a minor with parental/legal guardian consent, Users represent that their parent or legal guardian has reviewed and agreed to these Terms and Conditions. Users shall be fully liable for any unauthorized use of the Services by minors, including any transactions or use of payment instruments, in violation of these Terms and Conditions. By accessing the Services, Users consent that they have provided accurate, true, and complete information about themselves as required.
- 3.4. The Aquara Foundation reserves the exclusive right, at its discretion, to engage with alternative

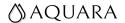


platforms, services, or technological tools as may be necessary to support the growth, integrity, and evolution of the Aquara ecosystem. Future changes to platforms or adjustments to token management processes may be implemented as deemed appropriate by the Foundation to ensure secure and effective operations.

4. USER CONTENT ON THE PLATFORM

- 4.1. If you post, upload, input, transmit, provide, create, generate, or share any content on the Platform or through our Services—including, but not limited to, your name, email address, IP address, wallet address, text, code, or other information and materials—or if you sign up for our mailing list (collectively, "User Content"), you must ensure that this User Content is accurate, current, and complete. You confirm that any User Content you provide does not infringe on the intellectual property or proprietary rights of any third party, including rights to publicity or privacy. User Content should not include Restricted Content, viruses, adware, spyware, worms, or any harmful software and must comply with all applicable laws. Aquara Foundation does not own, control, or endorse any User Content transmitted, stored, or processed via our Platform and disclaims all responsibility for such User Content.
- 4.2. Our Services may also provide access to content from other Users. You may not use this content without that User's consent or as allowed by law. Content shared by other Users does not reflect Aquara Foundation's views, nor do we endorse or verify its accuracy. We strive to maintain a safe and positive environment on the Platform, but we cannot guarantee you will not encounter content that may be objectionable or offensive. Aquara Foundation will not be liable for any harm caused by other Users' content. You may report content you believe violates our policies, and we reserve the right, though not the obligation, to review and remove or block content at our discretion.
- 4.3. Aquara Foundation will not be liable for any Loss resulting from unauthorized use of your User Content by others, whether with or without your knowledge. For these Terms, "Loss" includes any loss, damage, cost, charge, liability, or expense (including legal costs).
- 4.4. While we are not obligated to screen, edit, or monitor User Content, we reserve the right to remove, screen, or edit content at our discretion. If we suspect a security breach, misuse of the Platform, or if you breach any of these Terms, we may suspend your access to the Platform at any time.
- 4.5. By sharing User Content, you grant Aquara Foundation an irrevocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (with the right to sublicense) to use, modify, reproduce, and distribute your User Content for any purpose, including marketing and promotion of our Services.
- 4.6. This license allows Aquara Foundation to use your User Content in various ways, including creating derivative works, adapting, modifying, displaying, and performing it, in line with our Privacy Policy. Aquara may use your personal data, including your name, likeness, or other material in connection with the User Content.
- 4.7. You waive any right of attribution or moral rights in the User Content, regardless of any modifications, unless such waiver is prohibited under applicable law.
- 4.8. Despite these terms, Aquara Foundation does not claim ownership rights in User Content, and these Terms are not intended to limit your rights to use and exploit your own content.

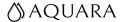
5. OWNERSHIP AND INTELLECTUAL PROPERTY



- 5.1. Unless specified otherwise, Aquara Foundation is the owner or authorized user of all Intellectual Property and Intellectual Property Rights displayed on or contained within the Platform. Aquara Foundation retains all Intellectual Property Rights to the Platform, including copyrights, text, graphics, multimedia, programming, and software components used to develop and operate the Platform. This excludes any content provided by third-party service providers to Aquara.
- 5.2. Except as explicitly permitted, no portion of Aquara's Intellectual Property may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose by you without Aquara's prior written consent. This restriction does not apply to any content you, as the User, post on the Platform.
- 5.3. Subject to eligibility to use the Platform, you are granted a limited, non-exclusive license to access and use the Platform and its Content. Aquara grants you a non-transferable license to use the Platform and Services as intended and in compliance with these Terms and Conditions. Certain services may allow or require you to download software; in such cases, we grant you a worldwide, non-exclusive, personal, and non-assignable license to download, install, and run the software solely to access the Services. This license does not authorize any further licenses or sublicensing rights.
- 5.4. Content transfers within the Platform to other Users or third parties are permitted solely through authorized tools provided on the Platform and with Aquara's consent. You are not permitted to reproduce, sell, or distribute the Platform's source code or to make it available on third-party systems, mobile app stores, or other information and communication technology platforms.
- 5.5. Any unauthorized use of the Platform or Content therein, outside of the terms specified here, without prior written permission from Aquara, is strictly prohibited and may result in termination of the license granted. Unauthorized use may also violate copyright, trademark, and other applicable laws. Aquara reserves the right to revoke this license at any time, with or without notice, and with or without cause.
- 5.6. All content within Aquara's platform, website, whitepaper, and branding materials are protected by intellectual property laws. Unauthorized use, reproduction, distribution, or modification of Aquara's materials, including but not limited to logos, graphics, documents, and any proprietary information, is strictly prohibited. Any intellectual property rights not expressly granted to users remain exclusively with Aquara. By accessing the platform, users agree not to infringe upon or exploit Aquara's intellectual property in any way that violates these terms or applicable laws.
- 5.7. Any unauthorized use, reproduction, or alteration of Aquara's name, logo, branding, or materials is prohibited and may result in legal action.

6. THIRD-PARTY CONTENT

- 6.1. For your convenience, we may display third-party content, advertisements, links, promotions, logos, and other materials on our Platform (collectively, the "Third-Party Content"). Aquara Foundation does not approve, control, endorse, or sponsor any third parties or Third-Party Content, and we make no representations or warranties regarding such content, including but not limited to its accuracy, validity, legality, copyright compliance, or decency.
- 6.2. Your interactions with Third-Party Content and any third party that provides such content are solely between you and the third parties. Aquara Foundation assumes no responsibility or liability



for such use or interactions. We do not review or endorse the content of third-party websites linked to our Platform and make no warranties that these links are functional, accurate, or up-to-date.

7. THIRD-PARTY WEBSITES AND SERVICE PROVIDERS

- 7.1. Aquara Foundation may collaborate with third-party providers to offer Users additional services and content on the Platform. The terms and conditions governing the provision of such third-party services are set by the individual third-party providers and may be available on their respective websites.
- 7.2. In cases where these Terms and Conditions conflict with the terms of third-party service providers, the terms of the third-party providers shall govern the specific services or content they provide. For all matters not explicitly addressed by the third-party providers' terms, these Terms and Conditions shall apply.

8. THIRD-PARTY DISCLAIMER

- 8.1. Aquara Foundation is not responsible for any statements, endorsements, or representations made by independent third parties, including but not limited to social media influencers, reviewers, or other non-affiliated individuals who may cover or promote the AQA token. Such statements or content do not constitute official communications from Aquara Foundation and may not accurately reflect AQA's intended purpose, utility, or classification. This disclaimer does not apply to statements made by entities with whom Aquara Foundation has a formal sponsorship, partnership, or marketing agreement. For accurate information, tokenholders and prospective users are encouraged to refer to official Aquara Foundation communications, including the whitepaper, website, and Terms and Conditions.
- 8.2. For your convenience, our Platform may display third-party content, advertisements, links, promotions, logos, and other materials (collectively, the "Third-Party Content"). Aquara Foundation does not control, endorse, sponsor, or approve of any third parties or Third-Party Content not affiliated through a formal partnership or sponsorship agreement, and makes no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, its accuracy, validity, legality, copyright compliance, or decency. Any use of or interaction with Third-Party Content, and any engagement with third parties providing such content, is solely between you and those third parties. Aquara Foundation is not responsible or liable in any manner for your use of or interactions with any Third-Party Content.
- 8.3. Furthermore, Aquara Foundation is not responsible for the content of third-party sites linked to our Platform, nor can it be assumed that we have reviewed or approved such sites or their content. We make no warranties regarding the functionality or timeliness of links to third-party sites.

9. COMPLIANCE WITH LOCAL LAWS

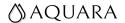
9.1. AQA token holders are responsible for ensuring their compliance with any applicable laws, regulations, or legal requirements regarding the use, purchase, sale, and transfer of AQA tokens in their respective jurisdictions. Aquara Foundation is not liable for any violations of such local laws by tokenholders. It is the responsibility of each tokenholder to be informed of and adhere to relevant laws, including but not limited to tax obligations, anti-money laundering (AML) regulations, and any restrictions on cryptocurrency transactions.

9.2. Water resource management is regulated by complex national and international laws. Any future DAO-led actions concerning water resources will fully comply with applicable laws, regulations, and ethical standards. Aquara Foundation makes no assurances that the DAO will pursue or succeed in such initiatives, as jurisdictional limitations may apply.

10. TOKEN CLASSIFICATION AND ASSET BACKING

- 10.1. The AQA token is intended to function as a utility token, granting holders participation rights within the Aquara ecosystem, such as governance involvement and community access. AQA tokens do not provide ownership, dividends, or profit-sharing rights, nor do they constitute a stake in the Aquara Foundation's assets or revenues. As such, the AQA token is designed for ecosystem participation and should not be considered an investment in Aquara Foundation.
- 10.2. Holding AQA tokens does not imply any ownership interest or claim over the Aquara Foundation's treasury or real-world assets. Tokenholders are not entitled to any dividends, income distributions, or appreciation in value based on Aquara Foundation's performance or its asset holdings. Aquara Foundation retains exclusive control and ownership over all treasury assets.
- 10.3. Aquara Foundation maintains a reserve of real-world assets, such as water reserves and Bitcoin, to indirectly support the value stability of AQA tokens. This asset-backing is intended solely as a stability mechanism to enhance ecosystem confidence, rather than as an investment feature. AQA tokenholders have no direct or legal claim to these assets, nor can they redeem tokens for any portion of these reserves.
- 10.4. AQA tokens are structured as utility tokens under Danish law, exempting them from certain regulatory requirements applicable to securities. Should the characteristics of AQA tokens change to include profit-sharing or asset entitlement features, Aquara Foundation would reassess its compliance obligations and seek necessary approvals under Danish securities laws.
- 10.5. AQA tokens are utility tokens within the Aquara ecosystem; the assets held by Aquara Foundation provide indirect support for project sustainability, rather than a guaranteed financial backing for each token.
- 10.6. The Aquara Foundation aims to allocate its treasury to maintain a balanced reserve of assets, with a target distribution of 50% Bitcoin and 50% water-related reserves. These assets are intended to support the stability and sustainability of the Aquara ecosystem. However, this allocation does not imply a direct claim or backing for individual AQA tokens by these assets.
- 10.7. Aquara Foundation is committed to maintaining transparency in its asset management and ecosystem operations. Periodic updates on asset allocations, reserve status, and the foundation's progress toward its mission may be made available to tokenholders. While Aquara Foundation strives to provide regular reporting, all transparency commitments are subject to operational needs and regulatory considerations. Aquara Foundation reserves the right to adjust reporting frequency or content as necessary.
- 10.8. The acquisition of assets such as water reserves and Bitcoin by Aquara Foundation is solely intended to support the stability and sustainability of the Aquara ecosystem and does not constitute financial services, banking activities, or investment fund management. The offering of AQA tokens does not represent a public offering or investment product and does not grant tokenholders any ownership or claim over the foundation's assets.

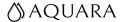
11. PURCHASE AND USE OF AQA TOKENS



- 11.1. Users acknowledge and agree that by purchasing or holding AQA tokens, they are bound by Aquara Foundation's Terms and Conditions and any additional agreements or policies issued by Aquara Foundation. Users further agree to use AQA tokens solely within the Aquara ecosystem as outlined in these Terms and in any official documentation provided by Aquara Foundation.
- 11.2. Risk and title in any AQA tokens purchased or held by you transfer to you upon completion of the transaction, at which point you are responsible for securing and managing your User Wallet.
- 11.3. Aquara Foundation has no liability for users' compliance with the laws or regulations governing the acquisition, transfer, or use of AQA tokens. Users are solely responsible for compliance with any laws, rules, and regulations within their jurisdiction regarding cryptocurrency.
- 11.4. Users acknowledge that Aquara Foundation and its personnel are not providing, and will not provide, any financial, tax, or legal advice to users. By issuing AQA tokens, Aquara Foundation does not assume any fiduciary duty or advisory role.
- 11.5. Unless stated otherwise, a notice, consent, approval, waiver, or other communication in connection with these Terms must be in writing and in English. Notices from Aquara Foundation will be sent to the contact information provided by users or published on the official Aquara Foundation website.

12. TOKEN SALES AND FUNDING PURPOSE

- 12.1. AQA tokens are designed solely as utility tokens, providing holders with access and participation within the Aquara ecosystem. They are not intended as an investment vehicle and should not be purchased with an expectation of profit. AQA tokens offer access to governance and participation rights, aligning with Aquara's mission of promoting eco-conscious finance and community involvement.
- 12.2. Funds generated from the sale of AQA tokens may be used at the Aquara Foundation's discretion for operational initiatives, ecosystem development, and support for ongoing growth. Aquara Foundation's allocation of token sale proceeds does not confer any rights of ownership, dividends, or future claims over Aquara's assets or financial returns.
- 12.3. Purchasing or holding AQA tokens does not provide tokenholders with any ownership interest, legal claim, or rights to profits, dividends, or future returns from Aquara Foundation's assets or operations. Tokenholders participate in the ecosystem without rights to real-world assets or treasury holdings.
- 12.4. While Aquara Foundation may allocate proceeds to support current operations and ecosystem initiatives, future development goals and additional asset-backed initiatives may depend on separate fundraising efforts, partnerships, or resources. Tokenholders should not interpret token purchases as essential for Aquara Foundation's growth or future project completion.
- 12.5. Aquara Foundation retains full discretion and control over funds received from token sales. This means that allocation of proceeds is not bound to any specific project, timeline, or outcome, and does not grant tokenholders rights over operational decisions.
- 12.6. Aquara Foundation reserves the right to adjust its asset allocation strategy, including modifying or expanding its mix of investments. While our target allocation aims to support the stability and sustainability of the Aquara ecosystem, future asset acquisitions or changes will remain consistent with Aquara's mission to promote water sustainability and eco-friendly finance. These



adjustments may be made at the foundation's discretion in response to market conditions, regulatory changes, or strategic goals, and do not alter the non-ownership nature of AQA tokens with respect to these assets.

12.7. Aquara Foundation reserves the right to buy back or sell AQA tokens at its discretion during the project's initial phases and up until full governance transitions to a decentralized autonomous organization (DAO). This flexibility allows Aquara Foundation to support liquidity, manage treasury needs, and maintain token stability in alignment with its mission of creating a sustainable ecosystem. Proceeds from buybacks and sales may also be used to fund developers, cover operational expenses, and reward founders as part of Aquara's foundational growth strategy. These actions are conducted transparently and in the interest of long-term project growth and community development.

13. TOKEN TRADING AND USER RESPONSIBILITIES

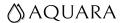
- 13.1. AQA tokens may be available for trading on decentralized exchanges (DEXs). Aquara Foundation does not control or manage these platforms, and users are solely responsible for ensuring compliance with all applicable laws and regulations in their jurisdiction when engaging in transactions on DEXs. Aquara Foundation shall not be liable for any regulatory non-compliance or legal issues arising from tokenholders' DEX trading activities.
- 13.2. AQA tokenholders are individually responsible for conducting all necessary research and ensuring that any trading activities, whether on DEXs or other platforms, comply with the applicable laws in their respective jurisdictions. Aquara Foundation disclaims any liability for noncompliance with local or international regulations by tokenholders.

14. FEES

- 14.1. Aquara Foundation shall not be liable for any fees charged by third parties (e.g., data transmission fees) which may be necessary to use the Platform or Services. Aquara is not responsible for costs incurred from transactions or any third-party service provider fees related to your use of the Platform.
- 14.2. Aquara may periodically introduce offers or promotions related to the Services on the Platform. You acknowledge that fees and billing procedures for these Services may be amended at Aquara Foundation's discretion. The availability of any specific offer at a given time does not obligate Aquara Foundation to maintain or continue such offers in the future. Unless prohibited by applicable law, your continued use of the Services following notification of any changes in prices or fees will constitute your acceptance of the updated prices and fees.
- 14.3. You agree that you are solely responsible for assessing and paying any and all applicable taxes in connection with your use of the Services or the Platform, including but not limited to taxes related to the ownership, transfer, or disposition of virtual assets.

15. USER INFORMATION

15.1. Users may be required to provide personal information to use the Platform. The collection, storage, use, disclosure, and processing of such information will be governed by Aquara's Privacy Policy.



- 15.2. By using the Platform, Users agree that Aquara may periodically collect, store, and analyze data related to Platform usage ("Usage Data"). Aquara's systems may automatically gather data regarding Platform access and use, depending on the technology employed by the User. The Usage Data collected will be Aquara's sole property and may be used for the following purposes:
 - (a) To provide and manage access to the Platform;
 - (b) To improve and enhance the Platform's functionality;
 - (c) To keep records of User correspondence with Aquara;
 - (d) To address troubleshooting issues;
 - (e) To assess usage trends, preferences, and other analytical insights for internal development purposes;
 - (f) Or for any other purpose deemed appropriate to provide Services to the User.
- 15.3. By using the Platform, Users consent to Aquara sharing User Information with affiliates or third parties solely to facilitate Platform access and functionality. Aquara will not sell User Information but may share it with third parties acting on Aquara's behalf or as required by law, regulation, or a court order. Aquara will take reasonable measures to ensure that User Information is used responsibly. Users agree and authorize Aquara to share their information with regulatory bodies, law enforcement authorities, and government agencies upon request.

16. USER WARRANTIES

- 16.1. You represent and warrant that, in all activities conducted on the Platform, you act solely on your own behalf and do not represent or act for the benefit of any person or entity residing in or being a citizen of any jurisdiction where applicable laws restrict or prohibit access to or participation in Aquara's Services or AQA Tokens.
- 16.2. You warrant that any User Content you provide complies with these Terms and Conditions, applicable agreements regarding AQA Tokens, and all relevant laws and regulations. You agree to use the Platform and Services at your own risk, acknowledging that your receipt, purchase, or possession of AQA Tokens does not confer ownership rights, claims, or interests in the Aquara Foundation or any associated assets.

17. WARRANTIES AND DISCLAIMERS

- 17.1. Except where expressly stated otherwise, the Platform and Services are provided "as is" and "as available" without any warranty of any kind. To the maximum extent permitted by applicable law, Aquara Foundation and its service providers disclaim all warranties, express, implied, statutory, or otherwise, regarding the Platform and its content, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- 17.2. Aquara does not guarantee that the Platform and any content on it will meet your requirements, achieve intended results, be compatible with other software, systems, or services, operate uninterrupted, or be error-free. No representations or warranties are made regarding the Platform's compatibility, reliability, or accuracy.
- 17.3. Content accessed or downloaded on or through the Platform is at your own discretion and risk. Aquara is not responsible for any damage to your computer system or data loss resulting from such use or download.
- 17.4. Information presented on the Platform does not constitute an offer under applicable law and is provided solely for informational purposes.

- 17.5. Aquara makes no representation as to the suitability of any information, software, or services on the Platform. The display or promotion of any assets or digital products does not imply endorsement or recommendation for investment.
- 17.6. Nothing on the Platform constitutes investment advice or solicitation for investment. Your use of the Platform is at your discretion and risk. Aquara does not guarantee that use of the Platform will lead to favorable results.
- 17.7. Aquara is not liable for any damages, including loss of revenues, profits, data, business interruption, or other damages, unless due to gross negligence, willful misconduct, or fraud.
- 17.8. Force Majeure: Aquara shall not be liable for non-performance due to events beyond its reasonable control, including labor disputes, power outages, natural disasters, acts of terrorism, war, or government orders.
- 17.9. Aquara may pause or interrupt the Platform at any time for updates or due to external factors like telecommunications issues. Expect periodic downtime for maintenance or updates.
- 17.10. Aquara shall not be liable for direct, indirect, incidental, special, consequential, or exemplary damages, including loss of profits, goodwill, or data, even if advised of the possibility. Aquara is not responsible for compensation, reimbursement, or damages arising from your inability to use the Platform, termination or suspension of access, or unanticipated downtime.

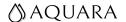
18. INDEMNITIES

- 18.1. You agree to defend, indemnify, and hold harmless Aquara Foundation, including its employees, officers, directors, and representatives, from and against any claims, damages, losses, liabilities, costs, expenses (including debt collection costs) and legal fees (including reasonable attorneys' fees) incurred as a result of any claims, demands, or damages arising out of or related to:
 - Your breach of these Terms and Conditions,
 - Your violation of any applicable law, rule, or regulation, or
 - Any third-party claim related to your use of the Platform or Services.

In this respect, you agree to reimburse Aquara Foundation for any legal costs incurred, as well as costs associated with time, materials, or other expenses necessary to address claims or breaches resulting from your actions.

- 18.2. You further agree to indemnify Aquara Foundation for any direct or indirect damages and additional expenses (including legal costs and debt collection expenses) that may result from unlawful actions or prohibited activities conducted by you that breach these Terms and Conditions.
- 18.3. Under no circumstances shall Aquara Foundation be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising from your use of the Platform. This includes delays, inability to use the Platform, or any services obtained through the Platform. This limitation applies regardless of the legal theory on which the claim is based, whether in contract, tort, strict liability, or otherwise, and even if Aquara Foundation has been advised of the possibility of such damages.

19. RESTRICTED ACCESS AND PROHIBITED ACTIVITIES



- 19.1. Aquara Foundation reserves the right to limit or restrict your access to the Services and Platform at its discretion, at any time and for any reason. You acknowledge that some Services may require you to purchase or hold AQA tokens and agree to enter any necessary agreements as required to access certain features or Services on the Platform.
- 19.2. Aquara Foundation operates globally, but certain jurisdictions may have restricted access. Aquara reserves the right to restrict or block access to its Services and Platform in specific jurisdictions, in accordance with applicable law, and may adjust this list periodically at its discretion.
- 19.3. By using the Platform, you agree to refrain from engaging in any prohibited activities, including but not limited to:
 - **Illegal Activities**: Engaging in any activity that violates local, national, or international laws.
 - **Abusive Practices**: Actions that place an undue load on Aquara's infrastructure or interfere with its operations, such as introducing harmful code (e.g., viruses, Trojan horses) or attempting unauthorized access to accounts or the platform.
 - **User Harassment**: Harassing, stalking, or infringing on the rights of other users, including privacy or intellectual property rights. The Aquara Foundation values a respectful community environment.
 - **Fraudulent Conduct**: Providing false, misleading, or deceptive information, including identity theft or manipulation for unlawful purposes.
 - **Intellectual Property Violations**: Unauthorized use of Aquara Foundation's intellectual property, name, logo, or trademarks, as well as engaging in transactions involving copyrighted materials without the appropriate permissions.
 - **Spam and Misleading Reports**: Engaging in spam or making false or malicious reports to Aquara's support team.
 - **Misrepresentation and Dishonesty**: Disseminating false or misleading information that could harm users or public welfare.
- 19.4. If you observe content or behavior that appears to violate these terms, please report it to us at contact@aquara.io. Aquara is committed to maintaining a safe and supportive environment on the Platform and may take appropriate action against users or content that violates these terms.

20. SUSPENSION OF USER WALLET

- 20.1. If it is determined that a User has engaged in Prohibited Activities, published Restricted Content, or conducted any actions that may be detrimental to the legitimate interests of the Aquara Foundation, Aquara reserves the right to take appropriate action, including limiting access to the Platform or specific Services. In such cases, Aquara may suspend any User Wallet linked to the Platform immediately and without prior notice.
- 20.2. In addition to other remedies available, if Aquara finds that a User has violated these Terms and Conditions or any agreement between the User and Aquara, the foundation reserves the right, at its discretion, to limit, suspend, terminate, or modify access to some or all Services and/or the Platform, or parts thereof. Aquara shall not be liable for compensation or reimbursement due to any loss of access or other privileges resulting from such actions. Aquara may also take technical and legal measures to prevent further access if the User's actions are deemed to violate these Terms, applicable laws, or third-party rights, including intellectual property rights, posing potential legal risks to Aquara or its affiliates.



- 20.3. Users acknowledge that Aquara reserves the right to discontinue support for or access to any Service at any time. In such cases, Aquara is not responsible for compensating Users for any benefits, privileges, or funds potentially lost due to the cessation of Services.
- 20.4. Users are free to stop using the Services at any time for any reason. To terminate this agreement, you may close, delete, and/or de-link your User Wallet and cease using the Services. Certain provisions of these terms, as outlined in the "Survival" section, will continue to apply post-termination.

21. RISK FACTORS

- 21.1. By purchasing, holding, or using AQA tokens, tokenholders explicitly acknowledge and accept all associated risks, including but not limited to market volatility, regulatory changes, potential technological risks, and the inherent uncertainties within the cryptocurrency ecosystem. Aquara Foundation cannot guarantee the value, stability, or security of AQA tokens and is not liable for any losses incurred by tokenholders. Tokenholders are responsible for conducting their own research and due diligence before engaging with AQA tokens.
- 21.2. Aquara tokenholders should be aware that the cryptocurrency market is highly volatile. Fluctuations in Aquara's token value may occur due to various market forces, including demand and supply, investor sentiment, and overall economic conditions. As a result, the value of Aquara tokens could appreciate or depreciate rapidly. Aquara does not guarantee any specific token value or return on investment. Market fluctuations are inherent to cryptocurrencies and are beyond Aquara's control, including fluctuations due to trading on decentralized exchanges or secondary markets.
- 21.3 The legal landscape for cryptocurrencies and asset-backed tokens is continuously evolving. Regulatory changes or newly introduced legislation in different jurisdictions may impact Aquara's operations, token utility, asset backing, or governance model. Tokenholders should understand that Aquara's model may need to adapt to remain compliant, which could affect the value or functionality of the token.
- 21.4. While Aquara's dual asset-backed model aims to provide stability by anchoring tokens in tangible assets (such as water-related assets and Bitcoin), this backing does not eliminate all risk. Tokenholders should recognize that the asset-backing mechanism is designed for added stability, not as a full hedge against market risks. The value of these assets may also fluctuate based on external market conditions, and Aquara cannot guarantee total immunity from market volatility.
- 21.5. Holding Aquara tokens grants no ownership, equity interest, or claim to any of Aquara's underlying assets, reserves, or operational funds, including water-related assets or Bitcoin. Tokenholders do not hold any legal title, proprietary right, or economic interest in the Aquara Foundation, its assets, or its treasury. Aquara tokens solely provide participation and governance rights within the Aquara ecosystem as outlined by Aquara's governance model. Tokenholders should understand that participation in Aquara's ecosystem is for community and governance purposes and does not equate to direct ownership of Aquara's treasury, assets, or revenues.
- 21.6. Aquara tokens are speculative digital assets, and there is a significant risk that tokenholders could lose the entire value of their investment. The Aquara ecosystem operates within the volatile cryptocurrency market, and token values are subject to sudden fluctuations and losses. Furthermore, Aquara tokens may not be readily tradable or liquid at all times, as availability on secondary markets can vary. Tokenholders should consider the potential challenges of low liquidity and recognize that the ability to buy or sell tokens may be limited or unavailable under certain conditions.

- 21.7. Aquara tokens operate on blockchain technology, which involves inherent technological risks, including but not limited to potential cybersecurity breaches, software bugs, and vulnerabilities within smart contracts. Although Aquara follows security best practices, tokenholders acknowledge that no system is entirely immune to risks. Additionally, transactions involving Aquara tokens are irreversible; once a transaction is executed, it cannot be undone or reversed. Aquara cannot assist in recovering tokens sent to incorrect addresses or lost due to user error. Tokenholders are solely responsible for verifying transaction details and securing their private keys.
- 21.8. It is the sole responsibility of tokenholders to understand and comply with any applicable tax, legal, or regulatory obligations in their respective jurisdictions relating to the holding, purchase, sale, or transfer of Aquara tokens. Aquara does not provide tax advice, legal counsel, or guidance regarding the compliance of token transactions with local laws. Tokenholders should consult with qualified professionals to assess their obligations in relation to Aquara tokens and any associated transactions. Tokenholders are responsible for understanding and fulfilling their own tax and reporting obligations related to AQA holdings in their jurisdiction, and Aquara is not liable for any tax-related compliance issues.
- 21.9. Aquara tokens are designed to provide governance and participation rights within the Aquara ecosystem, as outlined in Aquara's current model. However, there is no guarantee of specific or future utility beyond the intended purposes as Aquara evolves. Tokenholders should understand that token functionality, rights, and uses may change over time in response to governance decisions and market dynamics. Additionally, future token releases from the treasury or other sources may increase the total circulating supply, potentially impacting token value and influencing market dynamics. Voting rights within a DAO do also not confer ownership or control over Aquara Foundation or its assets, and that DAO governance decisions are advisory until approved by the foundation's governing body.

22. RISKS ASSOCIATED WITH VIRTUAL ASSETS

- 22.1. You acknowledge and understand that engaging with virtual assets, including AQA tokens, involves substantial risk, and there is a significant possibility of loss. You agree that you have thoroughly evaluated whether engaging with such assets aligns with your financial situation and risk tolerance.
- 22.2. Market Volatility: The price of virtual assets, including AQA tokens, may vary due to numerous factors, including how and where they are acquired. Fluctuations in the value of other virtual assets can also impact the value of AQA tokens, leading to potential price volatility. Aquara does not guarantee that participants will profit from holding or trading virtual assets.
- 22.3. Assumption of Risk: By engaging with Aquara's platform, you accept all risks involved, including potential loss due to service failures. You acknowledge that any virtual assets held by you may be subject to loss, theft, or technical issues within smart contracts.
- 22.3.1. Blockchain Management: Aquara does not manage, store, send, or receive any virtual assets directly. Assets are secured on the blockchain network.
- 22.3.2. Technology Risks: The use of virtual assets involves hardware, software, and network risks, including the risk of malicious software, unauthorized access, or connection disruptions. Aquara is not liable for any communication failures or errors you may encounter on the blockchain or platform.



- 22.3.3. Finality of Blockchain Transactions: All transactions on the blockchain are final and irreversible. Information regarding AQA tokens is publicly available, and transactions cannot be undone once confirmed on the blockchain.
- 22.3.4. Regulatory Uncertainty: Blockchain technology and virtual assets are subject to changing regulatory conditions. Future regulations may affect Aquara's ecosystem and the functionality or value of AQA tokens.
- 22.3.5. Public Wallet Address Visibility: Your wallet's public address will be visible on the blockchain when engaging in transactions. Aquara does not control third-party websites, products, or services you may use (e.g., wallet providers, exchanges), and is not responsible for any third-party actions that may affect your assets.
- 22.4. Responsibility for Loss: You accept full responsibility for any loss resulting from actions including but not limited to:
 - Input errors such as incorrect token quantity or price;
 - Timing or instruction errors;
 - Lost or leaked wallet passwords;
 - Loss of private keys;
 - Technical issues or security breaches affecting your wallet;
 - Transfers to incorrect wallet addresses;
 - Unauthorized access to your wallet for reasons not attributable to Aquara.

23. LEGAL REQUIREMENTS FOR REAL-WORLD ASSET HOLDINGS

- 23.1. Aquara Foundation is currently structured as an *enkeltmandsvirksomhed* (sole proprietorship) under Danish law. In its present legal form, Aquara Foundation is restricted from holding real-world assets, such as water reserves or financial securities, which are planned for future backing of AQA tokens. This limitation is due to Danish regulations governing sole proprietorships and is a legal requirement rather than a discretionary decision by the foundation.
- 23.2. To implement its asset-backed model, Aquara Foundation intends to transition to an ApS (private limited company) structure once sufficient financial and operational milestones are met. This transition is necessary to comply with Danish regulations allowing the holding of real-world assets intended to support AQA token value.
- 23.3. During the initial phase, AQA tokens will not be backed by real-world assets. Aquara Foundation's ability to acquire and maintain assets intended to support AQA token value will only take effect after the transition to an ApS structure is completed.

24. LIMITED OPERATIONAL FOCUS AND USE OF PROCEEDS

- 24.1. Aquara Foundation's primary focus during the initial six-month period following the token launch will be limited to issuing, managing, and facilitating the sale of AQA tokens. No real-world assets, including water reserves or other financial instruments, will be held or acquired during this phase.
- 24.2. Proceeds from the sale of AQA tokens will be allocated primarily toward the foundation's operational costs, including, but not limited to, website development, marketing efforts, and the accumulation of funds necessary to transition Aquara Foundation into an ApS (private limited company). During this startup period, funds will not be designated for asset acquisitions.



- 24.3. AQA token holders acknowledge that, during this startup phase, the token's value is influenced by the developmental progress of Aquara Foundation and market demand-supply factors. Therefore, AQA tokens will not be backed by real-world assets during this period.
- 24.4. Aquara Foundation intends to transition to an ApS structure and gradually establish an asset-backed model for AQA tokens, which will include the acquisition of real-world water reserves and other financial assets. This transition and asset-backed structure are contingent upon achieving essential financial and operational milestones.

25. GOVERNING LAW AND DISPUTE RESOLUTION

- 25.1. These Terms and Conditions and the Services provided by Aquara Foundation are governed by the laws of Denmark, without giving effect to any principles of conflicts of law.
- 25.2. Any dispute arising out of or in connection with these Terms and Conditions, including any questions regarding their existence, validity, or termination, shall be referred to and finally resolved by the courts of Denmark, and you hereby unconditionally submit to the jurisdiction of such courts.

26. ASSIGNMENT

26.1. You acknowledge and accept that Aquara Foundation shall be entitled to assign any of its rights and obligations arising from the provisions of these Terms and Conditions to any other entity, person, or third party, including transferring such rights and obligations to a newly established entity as part of any organizational restructuring or transformation.

27. LEGAL AND REGULATORY COMPLIANCE

- 27.1 Aquara Foundation reserves the right to modify these Terms and Conditions, adjust the functionality of AQA tokens, or suspend operations if necessary to comply with regulatory requirements. Tokenholders acknowledge that such changes may impact token value, usage, or availability, and accept these potential impacts as a condition of holding AQA tokens.
- 27.2. Aquara Foundation's community voting on water resource initiatives will adhere to mission-driven and ethical guidelines, ensuring that all activities align with sustainability, accessibility, and public good. The Foundation reserves the right to review or restrict proposals that do not align with these values.
- 27.3. Aquara Foundation emphasizes that any initiatives related to water resources aim for community and environmental benefit, rather than financial profit. Community governance over water projects remains conceptual and does not imply ownership rights or financial returns for tokenholders.

28. JURISDICTIONAL LOCATION AND POTENTIAL CHANGES

- 28.1. Aquara Foundation is currently based in Denmark and operates in compliance with Danish laws and regulations.
- 28.2. In response to potential regulatory changes, including tax laws impacting crypto operations, Aquara Foundation reserves the right to relocate its legal and operational base to a different jurisdiction that better supports the foundation's goals and aligns with evolving regulatory requirements.



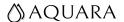
- 28.3. Should a relocation become necessary, Aquara Foundation will ensure compliance with applicable laws in the new jurisdiction and will communicate any such change in location to all tokenholders in advance.
- 28.4. These Terms and Conditions, and any disputes or claims arising out of or in connection with them, are governed by and construed in accordance with the laws of Denmark.
- 28.5. In the event of a dispute, claim, or disagreement arising from these Terms and Conditions or the use of AQA tokens, the parties agree to first attempt resolution through mediation. Should mediation fail, the parties consent to arbitration in Denmark, conducted under Danish arbitration rules, as the exclusive method of dispute resolution. Tokenholders waive the right to pursue claims through any other court, except as necessary to enforce the arbitration outcome.

29. AUDIT AND FINANCIAL REVIEW

29.1. Aquara Foundation is committed to financial transparency and intends to conduct regular audits to maintain accountability to the community. However, Aquara's ability to fund external audits is contingent upon available financial resources. The foundation will initiate audits and financial reviews once it has secured adequate funding to cover these expenses. Until then, Aquara Foundation will strive to maintain transparent operations through regular updates and disclosures as feasible.

30. ADDITIONAL TERMS FOR TOKEN UTILITY AND ECOSYSTEM PARTICIPATION

- 30.1 As part of the Services provided within the Aquara ecosystem, AQA token holders may have the opportunity to participate in ecosystem activities, including governance voting, community-driven initiatives, and accessing potential features or services developed by Aquara Foundation. The primary function of AQA tokens is to facilitate engagement within the ecosystem and support Aquara's mission.
- 30.2 To participate in certain governance actions or ecosystem activities, users may need to connect a compatible digital wallet (e.g., a Cardano wallet) to interact with specific features or governance portals on the platform. Users are responsible for securing their wallets and maintaining access to any tokens held within their wallets. Aquara Foundation is not liable for any issues related to third-party wallets or services, including those that support Cardano or other relevant networks.
- 30.3 Holding AQA tokens provides access to governance features within the Aquara ecosystem, allowing tokenholders to participate in community-driven proposals and other ecosystem developments. However, these governance rights are advisory and do not equate to ownership or control over Aquara Foundation, nor do they confer financial entitlements or profit-sharing rights.
- 30.4 Aquara Foundation may introduce new features or modify existing ones within the ecosystem. Such developments may include additional uses for AQA tokens as the ecosystem evolves. Aquara reserves the right to adjust the functionality of AQA tokens, add new engagement options, or modify governance mechanics to align with its mission and operational needs. Any updates will be disclosed to tokenholders via official communications.
- 30.5 AQA tokens may be traded on decentralized exchanges (DEXs) or used with third-party services. Aquara Foundation does not manage or control these platforms, and users are solely responsible for ensuring compliance with applicable laws in their jurisdiction when interacting with AQA tokens on DEXs or third-party platforms. Aquara Foundation disclaims all liability for



transactions conducted outside its own platform or for any issues arising from third-party services, including wallet providers or exchanges.

31. NOTIFICATIONS AND COMPLAINTS

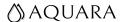
- 31.1. Any grievances, complaints, or feedback regarding the Aquara Platform or its Services should be directed to Aquara's support team at Contact@aquara.io. Notifications should include the User's information, contact details, and a detailed description of the issue or feedback.
- 31.2. Aquara will review the feedback or grievance within fourteen (14) days of receiving it and will communicate the outcome to the User via email. This period may be extended at Aquara's discretion if circumstances beyond its control arise or if further information is required from the User to resolve the issue.

33. AMENDMENTS TO TERMS AND CONDITIONS

33.1. Aquara Foundation reserves the right to update, amend, or revise these Terms and Conditions as necessary to comply with legal and regulatory requirements or to reflect operational adjustments within the Aquara ecosystem. Any such updates will be published on our official website, and continued use or holding of AQA tokens after any amendment constitutes acceptance of the revised Terms and Conditions by the tokenholder.

34. MISCELLANEOUS

- 34.1 Aquara Foundation may update these Terms and Conditions and/or publish additional policies related to its Services and/or the Platform from time to time. All such policies, where applicable, will be published on Aquara's website, and this publication shall be considered as due notification to you.
- 34.2 If we make any material change, we will notify you via email or by posting a notice on our Platform. Changes will become effective on the day they are posted unless specified otherwise. Your continued use of our Services after these changes become effective constitutes your acceptance of those changes. The latest Terms and Conditions will supersede all previous versions.
- 34.3 Nothing under these Terms and Conditions is intended to or shall be deemed to create a partnership, joint venture, or principal-agent relationship between you and Aquara Foundation. Both parties remain independent.
- 34.4 If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. If modification is not possible, the affected provision shall be deemed deleted, but this will not affect the validity or enforceability of the remaining provisions.
- 34.5 Failure by Aquara Foundation to enforce any provision of these Terms and Conditions shall not be construed as a waiver of any right. No waiver of any provision shall constitute a continuing waiver of that provision.
- 34.6 We do not exclude or limit our liability to you where it would be unlawful to do so. By using the Services, you agree that Aquara Foundation, its affiliates, officers, directors, employees, agents, representatives, partners, and licensors have limited liability to the maximum extent permitted by applicable law.



- 34.7 Where additional terms apply to our Services or Tokens, those terms will take precedence to the extent they conflict with these Terms and Conditions.
- 34.8 Any provisions that, by their nature, should survive termination of these Terms will survive. This includes, but is not limited to, the sections on Ownership and Intellectual Property, User Content on the Platform, Fees, Restricted Access to Services, Suspension of User Wallet, User Information, User Warranties, Warranties and Disclaimers, Indemnities, Third-Party Content, Risks Associated with Virtual Assets, Governing Law, and Limitation of Liability.