

Terms of Use — BoBe.app

Version 2.0

Operator: SOFTERE LLC, Republic of Armenia, registration number 53639461

Platform: <https://bobe.app> · **Support:** support@bobe.app · **Legal:** legal@bobe.app

Version: 2.0 · **Effective date:** 15 October 2026 · Replaces the User Agreement dated 9 August 2025

1. Definitions

The terms below have the same meaning in all BoBe legal documents: these Terms of Use, the Risk Disclosure, the Privacy Policy and the Partner Agreement.

Operator, BoBe, we — SOFTERE LLC, the legal entity operating the Platform.

Platform — the smart contracts, websites, web applications, interfaces and related services available at the bobe.app domain and its subdomains.

User, you — any individual or legal entity that accesses or uses the Platform.

\$BOBE — the BEP-20 utility token on BNB Smart Chain (contract 0x129C38fca2801C284eeec9477F238C27ea35C27D) that functions as a license key to Platform features. \$BOBE is not a security, share, debt instrument, derivative, investment contract or investment product.

Bakery — the Platform smart contract that holds \$BOBE committed by Users and distributes Cashback (contract 0x1D85cA9f0064D65f12FAC8AD8a557c4Eb98B966f).

Baking — the voluntary commitment of \$BOBE by a User to the Bakery, which activates the User's access to Platform features and eligibility for Cashback. **Active Baking** means \$BOBE held in the Bakery at the relevant time. **Unbaking** means withdrawing \$BOBE from the Bakery.

Cashback — discretionary USDT distributions that the Operator makes, out of its own Platform Revenue, to Users with Active Baking, proportionally to each User's share of the total \$BOBE in the Bakery. Cashback is not interest, yield, a dividend, a profit share or a return on funds managed for the User.

Platform Revenue — the Operator's business revenue from its proprietary trading operations conducted with its own capital, swap fees, platform access fees and premium features.

Swap — the Platform interface and smart contract (0x3367a4258c0F817Cd2363e32E412EC6ee8e61eC3) through which Users exchange supported assets for \$BOBE.

Affiliate Program — the referral incentive program governed by the Partner Agreement.

Restricted Jurisdiction — a country or territory listed as restricted on the Platform under Section 3.3.

Legal Documents — these Terms of Use, the Risk Disclosure, the Privacy Policy and, for participants in the Affiliate Program, the Partner Agreement.

2. Acceptance, Document Hierarchy and Amendments

2.1. By connecting a wallet to the Platform or otherwise using it, you accept these Terms of Use together with the Risk Disclosure and the Privacy Policy, which form part of these Terms. If you do not agree, do not use the Platform.

2.2. **Document hierarchy.** These Terms govern the use of the Platform. The Partner Agreement prevails in matters of the Affiliate Program. The Privacy Policy governs the processing of personal data. The Litepaper, website content, GitBook documentation and marketing materials are informational only and do not form part of any contract; if they conflict with a Legal Document, the Legal Document prevails.

2.3. **Amendments.** The Operator may amend these Terms by publishing a new version on the Platform with a new effective date. Amendments that materially restrict Users' rights take effect fourteen (14) days after publication; other amendments take effect on publication. Amendments do not apply retroactively. Continued use of the Platform after an amendment takes effect constitutes acceptance of it.

2.4. Previous versions of the Legal Documents are available on request at legal@bobe.app.

3. Eligibility and Access

3.1. You must be at least eighteen (18) years old, or the age of majority in your jurisdiction if higher, and have full legal capacity.

3.2. You represent that you are not subject to sanctions of the UN, EU, US (OFAC), UK or the Republic of Armenia, do not act on behalf of sanctioned persons, and are not located in or resident of a Restricted Jurisdiction.

3.3. The Operator publishes the list of Restricted Jurisdictions on the Platform and may update it. The Operator may restrict access, including by technical geo-blocking, without prior notice where required by law, regulation or risk policy.

3.4. You are responsible for compliance with the laws of your jurisdiction, including rules on the acquisition and use of crypto-assets and taxes.

3.5. You need a compatible self-custody wallet supporting BNB Smart Chain, suitable hardware and an internet connection. The Operator is not liable for problems caused by your equipment, wallet provider or connection.

3.6. The Operator may request information and documents to meet AML/KYC and sanctions requirements, in accordance with its AML/KYC procedures, and may suspend access until they are provided.

4. Nature of the Platform

4.1. **Non-custodial.** The Platform does not take custody of User assets, does not hold private keys and does not accept deposits. All actions are performed by the User from the User's own wallet through smart contracts.

4.2. **Proprietary trading.** The Operator conducts algorithmic trading exclusively with its own proprietary capital. The Operator does not trade on behalf of Users, does not pool User funds and does not manage User capital. Users have no claim to the Operator's trading profits and bear none of its trading losses.

4.3. **On-chain transactions.** Transactions on BNB Smart Chain are public and irreversible. The Operator cannot cancel, reverse or recover them.

4.4. **Fees.** BNB network (gas) fees apply to on-chain actions and are set by the network, not by the Operator. Fees displayed on the Platform are estimates.

5. The \$BOBE Token

5.1. \$BOBE is a utility token. It functions as a license key that provides access to: Baking and Cashback eligibility; algorithmic trading tools and real-time trading statistics; other Platform features described in the Platform documentation; and, if introduced and where lawful, governance participation.

5.2. \$BOBE does not represent equity, debt, profit-sharing rights, dividends or any financial claim against the Operator or its affiliates.

5.3. \$BOBE may be acquired through the Swap and, after public listing, on third-party exchanges. The Operator has no obligation to buy back \$BOBE and does not guarantee liquidity or any price. Price information is available on the Platform, market data trackers and the exchanges where \$BOBE is listed.

5.4. The total supply of \$BOBE is fixed at 1,000,000,000 tokens.

6. Baking and Cashback

6.1. **Voluntary.** Baking is voluntary. You decide how much \$BOBE to bake and when.

6.2. **Unbaking at any time.** You may unbake your \$BOBE at any time. No lock-up period applies, unless a special program with a lock-up is announced in advance and you choose to join it.

6.3. **Cashback.** Cashback is calculated daily and distributed through the Bakery proportionally to each User's share of \$BOBE in Active Baking. Up to 75% of Platform Revenue may be allocated to Cashback.

6.4. **Discretionary and variable.** Cashback is discretionary. The Operator may change the Cashback allocation or rate based on business performance. Cashback amounts vary daily, may be zero on any given day, and no minimum or fixed amount is guaranteed. Historical Cashback figures displayed on the Platform do not predict future Cashback.

6.5. **Claiming.** Cashback is claimed through the Bakery. A minimum claim amount (currently 0.10 USDT) and BNB network fees apply.

6.6. **Changes to Platform features.** The Operator may modify, suspend or discontinue trading strategies, features or Cashback for technical, market or regulatory reasons. Such changes do not affect your ability to unbake your \$BOBE.

7. Affiliate Program

7.1. Users may join the Affiliate Program by accepting the Partner Agreement. Partner Rewards depend solely on the Active Baking of referred Users and are paid from the Operator's community growth allocation; they are not deducted from any User's Cashback.

7.2. No reward is paid for registration, recruitment, token purchases or swaps as such.

8. Prohibited Use

You must not: use the Platform for money laundering, terrorist financing, fraud or sanctions evasion; interfere with, attack, reverse engineer or exploit vulnerabilities of the Platform or its smart contracts (except responsible disclosure to legal@bobe.app); use bots or scripts to manipulate Cashback or the Affiliate Program; create multiple accounts to gain undue benefit; misrepresent your identity or location; or use the Platform in breach of applicable law.

9. Intellectual Property

9.1. The BoBe name, logos, designs, texts, interfaces and proprietary software belong to the Operator or its licensors. Use requires the Operator's prior written consent, except as permitted under the brand guidelines published for partners.

9.2. Smart contract source code published under an open-source license may be used under that license.

10. No Advice

10.1. Nothing on the Platform or in any BoBe material, including the Litepaper, constitutes financial, investment, legal or tax advice. The Operator is not a registered investment adviser, broker or financial institution.

10.2. You should make your own assessment and, where appropriate, consult an independent professional adviser.

11. Limitation of Liability

11.1. The Platform is provided "as is" and "as available", without warranties of any kind, express or implied.

11.2. To the maximum extent permitted by law, the Operator is not liable for indirect, incidental, special, punitive or consequential damages, including loss of profit, data or goodwill.

11.3. The Operator's aggregate liability to a User is limited to the fees the User paid to the Operator during the twelve (12) months preceding the event giving rise to the claim.

11.4. The Operator is not liable for losses caused by the risks described in the Risk Disclosure, by third-party services (wallets, exchanges, blockchain networks) or by your loss of access to your wallet.

11.5. Nothing in these Terms limits liability that cannot be limited under applicable mandatory law.

12. Force Majeure

The Operator is not liable for failure or delay caused by events beyond its reasonable control, including blockchain network failures, cyberattacks, exchange failures, acts of government, regulatory changes, war, natural disasters and internet outages. The Operator will notify Users on the Platform where reasonably possible.

13. Suspension and Termination

13.1. You may stop using the Platform at any time. You may unbake your \$BOBE and claim available Cashback at any time, subject to the smart contracts and network conditions.

13.2. The Operator may restrict or terminate your access to the Platform interface for breach of these Terms, illegal activity, sanctions or regulatory requirements. Restriction of interface access does not give the Operator control over assets in your wallet.

13.3. Sections 4, 10, 11, 14 and 15 survive termination.

14. Governing Law and Disputes

14.1. These Terms are governed by the law of the Republic of Armenia, without prejudice to mandatory consumer protection rules of your country of residence.

14.2. Before starting proceedings, the parties shall seek to resolve any dispute through negotiation. Claims are sent to legal@bobe.app and reviewed within thirty (30) days.

14.3. Disputes not resolved through negotiation are submitted to the competent courts of the Republic of Armenia. Proceedings are conducted in Armenian or English.

15. Miscellaneous

15.1. If any provision is held invalid, the remaining provisions remain in force.

15.2. Failure to enforce a right is not a waiver of it.

15.3. The Legal Documents constitute the entire agreement between you and the Operator regarding the Platform and supersede prior communications.

15.4. The English version of the Legal Documents prevails over any translation.

15.5. **Contact:** SOFTERE LLC, Republic of Armenia, reg. no. 53639461 · support@bobe.app · legal@bobe.app · <https://bobe.app>