USER AGREEMENT

Version dated March 19, 2025

Welcome to the <u>https://bobe.app</u> platform (hereinafter, the "Platform" or "BoBe"), which provides access to algorithmic automated trading tools in the crypto market, services including the BoBe utility token (hereinafter, the "Token"), the Baking mechanism, and other functional features.

This User Agreement (hereinafter, the "Agreement") sets forth the rights and obligations of Users when interacting with the Platform and governs the terms for using any related products and services.

PLEASE READ CAREFULLY. By using our Platform, you acknowledge that you understand and accept all provisions of this Agreement. If you do not agree with any part of it, you must cease using the Platform immediately.

1. DEFINITIONS AND KEY TERMS

1.1. "BoBe," "Platform"

Refers to all smart contracts, websites, APIs, software solutions, and related services, including functionality for issuing, circulating, and using the BoBe token, as well as the Baking mechanism.

1.2. "User" (you)

Any individual or legal entity that accesses the Platform, interacts with the BoBe Token, Baking, or other services, and agrees to comply with the terms of this Agreement.

1.3. "BoBe Utility Token" (the "Token")

A digital asset (not a security, share, derivative, or debt instrument) that grants the right to use certain features developed by the BoBe team and/or community.

1.4. "Baking"

A voluntary mechanism by which Users may stake ("bake") BoBe Tokens in a smart contract and receive daily results (for the previous day) distributed by the system from the performance of algorithms in USDT or other stable tokens.

1.5. "Algorithms and Services"

Programmatic and algorithmic solutions (including AI, trading bots, etc.) provided by the Platform, access to which may be governed by the BoBe Token, voting rights, community access, and other services.

1.6. "Parties"

Collectively, the Platform and the User.

2. ACCEPTANCE OF TERMS AND AMENDMENTS

2.1. Acceptance of Terms

Access to the Platform and use of any of its services constitutes the User's unconditional acceptance of this Agreement as well as all additional documents (policies, guidelines, etc.) published on the official BoBe website or made available by other means.

2.2. Right to Amend

BoBe reserves the right at any time to modify or supplement this Agreement by publishing a new version on the official website or within the Platform interface. Continued use of the Platform after publication of changes signifies the User's acceptance of the updated terms.

2.3. Currency of Text

The User is responsible for monitoring any changes. If the User disagrees with the new version of the Agreement, they must cease accessing the Platform.

3. ACCESS TO THE PLATFORM AND RESTRICTIONS

3.1. Age and Competence

The User confirms that (a) they have reached the age of majority according to the laws of their jurisdiction, (b) they have sufficient legal capacity to enter into binding agreements, and (c) they are not using the Platform in violation of any applicable law or regulation.

3.2. Jurisdictional Restrictions

BoBe may partially or fully restrict access to the Platform for Users from certain countries or regions if required by law or regulatory reasons. The User is responsible for complying with the laws of their jurisdiction.

3.3. No Ban on Competition

BoBe does not prevent Users from using similar services or algorithms outside of the Platform. However, the use of BoBe's trade secrets, code, and proprietary methods without permission is prohibited.

3.4. Technical Requirements

For the Platform to function properly, the User must have a compatible wallet, device, and network connection. BoBe is not liable for any interruptions arising from the User's hardware issues, slow internet connection, or other factors beyond BoBe's control.

4. NATURE OF TRANSACTIONS AND SMART CONTRACTS

4.1. Decentralized Nature

BoBe operates via blockchain-based smart contracts. Most operations (including Token transactions and participation in Baking) occur on-chain and cannot be revoked or canceled by BoBe.

4.2. Transaction Risk

Any activity by the User involving crypto assets carries financial and technical risks such as price fluctuations, network failures, hacks, etc. The User evaluates and assumes all possible risks before carrying out any operations.

4.3. Fees and Charges

Certain operations may incur blockchain fees (gas fees) or service fees. BoBe does not control or set network fees; it merely provides an interface displaying approximate values.

5. UTILITY NATURE OF THE BOBE TOKEN

5.1. Not a Security

The BoBe Token is not a security, bond, derivative, equity instrument, or any form of investment contract granting a right to guaranteed returns, interest, or ownership stakes.

5.2. Purposes and Functions

The BoBe Token (a) provides access (as a license key) to specific algorithms and modules, (b) enables participation in the Baking mechanism, (c) allows involvement in community activities (including potential future DAO voting), and (d) grants other rights described in the BoBe documentation.

5.3. No Profit Guarantee

Holding the Token does not guarantee that the User will gain any profits or benefits. Any "value" obtained from algorithmic performance may vary and does not directly depend on BoBe.

5.4. No Buyback Obligation

BoBe is not obligated to repurchase Tokens from Users. The Token's price is determined by market forces and may be highly volatile.

6. BAKING AND RELATED ACTIVITIES

6.1. Voluntary Participation

Participation in Baking is entirely voluntary. The User independently decides how many Tokens to stake in the smart contract. The default lockup period for Tokens in the contract is 365 days, as determined by the relevant function.

6.2. Algorithm Operations

The algorithms distributing funds (e.g., in USDT) are experimental and may change without prior notice. The User acknowledges that neither trading results nor other outcomes are guaranteed.

6.3. Risk of Loss

The cryptocurrency market is highly volatile, and algorithm performance may vary significantly over time, leading to unpredictable results. The User acknowledges that the

Platform is not responsible for any financial losses associated with the use of Baking or the Platform in general.

6.4. Automation and Irrevocability

Staking Tokens in Baking may initiate automated operations that cannot be canceled. The User accepts full responsibility for their decisions and the security of confidential data (e.g., private keys).

7. LIMITATION OF LIABILITY

7.1. Disclaimer of Warranties (As Is)

The Platform, Tokens, smart contracts, and all functionality of BoBe are provided "as is" and "as available" without any express or implied warranties (including warranties of fitness for a particular purpose, uninterrupted access, accuracy, etc.).

7.2. No Investment Advice

No information posted on BoBe or its partner platforms constitutes financial or investment advice. Users must make their own decisions, consulting professionals as needed.

7.3. Limitation of Liability

To the maximum extent permitted by law, neither BoBe nor its employees, partners, or smart contract developers shall be liable for any indirect, incidental, special, or consequential damages, including lost profits, data loss, reputational harm, etc.

7.4. Force Majeure

BoBe is not liable for failure or delay in performance caused by force majeure circumstances, such as blockchain failures, natural disasters, acts of war, government actions, etc.

8. PRIVACY AND PERSONAL DATA

8.1. Privacy Policy

If the processing of personal data is required (e.g., for registrations or KYC procedures), it is governed by the Privacy Policy published in the relevant section.

8.2. No Control over Public Data

Transactions on the blockchain are inherently public, and BoBe cannot ensure the privacy of public addresses or transaction histories.

9. IP RIGHTS AND CONTENT

9.1. Rights to Content

All trademarks, logos, design elements, texts, and other intellectual property related to BoBe belong to their respective owners. Users may not use them without written permission.

9.2. Restrictions

It is prohibited to copy, modify, distribute, decompile, or otherwise use any part or all of the Platform's code unless otherwise provided under an open-source license (if available).

10. TERMINATION OF USE

10.1. Voluntary Cessation

The User may cease using the Platform at any time, delete local data, stop participating in Baking after the token lockup period ends, and transfer or sell their Tokens (subject to liquidity availability and adherence to the smart contract terms).

10.2. Platform Termination of Access

BoBe reserves the right to restrict User access in cases of:

- Violation of this Agreement or applicable laws;
- Use of the Platform for illegal activities (including money laundering, terrorism financing);
- Any other actions that harm the Platform or its Users.

10.3. Legal Consequences

Discontinuing the use of the Platform does not absolve the User of liability for any violations committed before such discontinuation.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Applicable Law

This Agreement is governed and interpreted in accordance with the laws of the Republic of Armenia, unless this conflicts with mandatory legal provisions in the User's place of residence.

11.2. Dispute Resolution

Any dispute that cannot be resolved through negotiations shall be referred to the competent court of the Republic of Armenia.

12. OTHER PROVISIONS

12.1. Severability

If any provision of this Agreement is found to be unlawful or invalid, the remaining provisions remain in force.

12.2. No Waiver

Failure or delay in exercising any right does not constitute a waiver of that right.

12.3. Entire Agreement

This Agreement represents the entire agreement between the Parties regarding the use of the Platform and supersedes all prior agreements.

12.4. Contacts

For any questions, comments, or claims, please contact us:

- Email: support@bobe.app
- Official Website: <u>https://bobe.app</u>

13. DISCLAIMER OF INVESTMENT ADVICE

13.1. Clarity of Purpose

For avoidance of doubt, no information presented on the BoBe Platform or in related materials (including the White Paper, Lite Paper, marketing texts, or social media posts) constitutes investment, legal, or tax advice. BoBe makes no guarantees concerning the future value of the Token, algorithm performance, or any form of return.

13.2. Not Registered with the U.S. Securities and Exchange Commission

BoBe is not registered with the U.S. Securities and Exchange Commission (SEC) as a national securities exchange or in any other capacity. You understand and agree that we do not act as a broker and do not process trading orders on your behalf. We also do not facilitate the execution or settlement of transactions, as all operations are conducted solely on public decentralized blockchains (e.g., Ethereum, BNB). Consequently, we cannot guarantee "best market pricing" or "best execution" through our products or when using any auto-routing options, which direct orders only to internal liquidity pools within the integrated protocols.

Any references in our products to "best price" do not constitute a representation or guarantee regarding prices available through such products, pools, protocols, or elsewhere.

Thank you for your attention!

By using BoBe, you confirm that you have read, understood, and agree to all provisions of this User Agreement. If you have any questions, please contact us via official channels.

Date of Last Update: March 19, 2025