

# Terms And Conditions

Last Updated: 25 November 2024

These Terms and Conditions govern your use of the website Wechain (wechain.ai) maintain this web site and/or any related site (such as a related mobile application) that links to these Terms and Conditions as part of efforts to provide broad public access to information. Your access to and use of the Website, the information, those communications tools, and any new tools made available by us that alter or improve your use of the Website or the Content are subject to these Terms and Conditions, as well as any documents expressly incorporated by reference herein.

Please read these Terms and Conditions carefully before you start to use the Site. By using the Site, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy with Wechain. If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Website.

## 1. Definitions

1.1. For the purposes of these Terms and Conditions, the following terms shall have the meanings set out below:

"Wechain" means the company AppAtlas Technologies LLC, a company registered in St Vincent and the Grenadines with the corporate number 3644 LLC 2024, having its registered office at Euro House, Richmond Hill Road, P.O. Box 2897, Kingstown, St Vincent and the Grenadines in connection with the services related to the ITO Unit and InfiniCore Tech LLC, a company registered in Saint Kitts and Nevis with the corporate number L 23312, having its registered office at Suite 1, A.L. Evelyn Ltd Building, Main Street, Charlestown, Nevis in connection with the services related to the WFI Token.

"Services" means services, including, but not limited to the technical services on the Website controlled by Wechain which are allowed to the users under certain terms of service.

"User" means any person or entity who uses the Website and is one of the Parties to the present Terms and Conditions and who is not FATCA REPORTABLE PERSON. The User shall accept and comply with all the conditions of the present Terms and Conditions.

"FATCA REPORTABLE PERSON" – an individual who is a United States citizen, a United States tax resident, or a legal entity organized under the laws of the United States.

"You" means You as the Website User ('Your' and 'Yours' shall be construed accordingly).

"Terms" means these Terms and Conditions which constitute the entire agreement between Wechain and the User, as well as updated, modified and/or amended future versions thereof as now or hereafter in effect.

"Website" means wechain.ai.

"Content" means any content, including text, audio files, images, pictures, video and/or any other type of information or communication.

"Trademarks" means trademarks and service marks, logos, domain names and other distinguishing marks of their respective owners (or licensees).

"Intellectual Property Rights" means patents, patent applications, designs, trademarks and trade names (registered and unregistered), copyrights and other similar rights, database rights, technology, know-how and confidential information, all other intellectual property rights and similar or equivalent rights anywhere in the world that exist now or may exist in the future, as well as applications, alterations and amendments to any of the above rights.

"Wechain Note" is a functional part of the Website which allows Users to exchange information with other Users, to exchange with other Users and Wechain with products offered on the Website and with cryptocurrency.

1.2. Words used in singular form include the plural, and vice versa, as appropriate.

1.3. Any words following the terms (in any form) "including", "among other things", "in particular" and similar expression shall be construed as illustrative and not limiting the meaning of the words preceding those terms.

## **2. Introduction**

2.1. These Terms, as well as updates hereof, constitute the entire agreement between You and Wechain and govern the terms on which You can use the Website.

The User who has not agreed to be bound by these Terms shall have no right to use the Website.

The Website is available for use by persons aged 18 and older. By accepting these Terms, You stipulate that You are 18 years old or above.

2.2. These Terms will automatically cease to be effective if it appears that You are (a) not the Website User, or (b) under the age of 18, or (c) a person who is not allowed to use the Website in accordance with the laws of any country, including the country of Your residence or intended use of the Website.

2.3. You acknowledge and agree that by accepting these Terms, You enter into a legally binding agreement with Wechain.

2.4. You hereby consent to the use of electronic communication in order to enter into agreements, contracts, make payments, place orders and other records, as well as to the electronic delivery of notices, policies and records of transactions initiated or completed via the Website.

2.5. In addition, to the extent permitted by applicable mandatory law, You hereby waive any rights or requirements under any law or regulation in any jurisdiction that requires an original non-electronic signature or the delivery or retention of non-electronic records.

2.6. If You are a resident of a jurisdiction where the use of the Website or Services is prohibited by law due to different requirements do not use the Website.

2.7. Use of the Website requires compatible devices (computer, mobile phone, etc.) and Internet access. The Website may use Your computer (or other device) resources, including, but not limited to memory and network connectivity to ensure the functionality of the Website. Wechain will make commercially reasonable efforts to protect the privacy and integrity of Your computer resources and Your communications. However, You acknowledge and agree that Wechain cannot give any warranties in this respect.

### **3. Use of the Website.**

3.1. You agree to provide accurate and complete information when registering for and using the Website, and You agree to update Your personal Information to keep it accurate and complete.

3.2. You agree that Wechain may, in its sole discretion and without prior notice, suspend or terminate the provision of any Services or access to the Website (or its functions) to You personally or all Users.

3.3. Wechain may engage the services of consultants and other contractors in connection with the performance of obligations and exercise of rights under these Terms, provided that such consultants and contractors will be bound by the same obligations as Wechain.

3.4. Wechain may discover that Your activity on the Website seems to be fraudulent and in such a case Wechain is entitled to terminate any relationship with You immediately and limit the access to Your Wechain note or its derivatives.

3.5. You agree to use the Website only for purposes that are permitted by (a) these Terms, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions, and in accordance with moral principles and rationality. You agree to comply with all local laws and regulations regarding the download, installation and/or use of the materials, products and services.

3.6. You agree that You will not engage in any activity that interferes with or disrupts the operation of the Website.

3.7. You agree that You will not reproduce, duplicate, copy, sell, trade or resell the Content of the Website, unless You have been specifically permitted to do so in a separate agreement with Wechain.

3.8. You agree that You are solely responsible for the usage of the Website, and that Wechain has no responsibility to You or to any third party for Your use of the Website. However, Wechain will provide all reasonable steps to provide You the Services in the appropriate manner.

3.9. You agree to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Your use of the Website and that the reporting and payment of any such applicable taxes are Your responsibility.

3.10. Wechain reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content, products, materials or services from the Website. You agree that by using the Website You may be exposed to materials, products or services that You may find offensive, indecent or objectionable and that You use the Website at Your own risk.

3.11. You agree that Wechain and its affiliated entities own all rights, title and interest in and to the Website. You agree that Wechain has all the appropriate rights and licenses for the distribution of the Content, materials, products or services through the Website.

3.12. You agree that Wechain provides on the Website the technical services, which is not considered to be any financial services. You agree that Wechain is not a financial company but a company which provides to the Users the technical service for operation on the Websites with Wechain notes.

3.13. You agree and guarantee to Wechain that You will not use the Website, Wechain notes for the purposes of money laundering, terrorist financing and any illegal transactions. Should Wechain have any reasonable evidence or suspicions that You breach this guarantee the provision of the Services will be stopped immediately by Wechain.

3.14. You warrant to Wechain that You are not a FATCA reportable person and You acknowledge and agree that Wechain does not provide any Services in the territory of the USA. If You are a FATCA reportable person or a US resident, You will not use Wechain. You warrant that You will not use any type of virtual private network (VPN) and/or proxy server and/or other methods to use Wechain in breach of this clause 3.14.

#### **4. Description of the Services on the Website.**

4.1 The User is entitled to use the Website as a technical service in a way allowed by the functionality of the Website and these Terms.

4.2 The User is entitled to create an account on the Website by signing the agreement or ticking the box accepting the terms of such an agreement.

4.3. After the creation of the account the client is entitled to

- use all the services that are offered on the Website,
- change the password of its profile,
- use other functionality of the Website.

4.4. The User is entitled to use the Website subject to following the AML laws applicable to the User in the country of the User.

4.5. Wechain will make all reasonable actions to make the usage of the Website client friendly for the User.

## **5. General provision**

5.1. You may terminate these Terms by discontinuing Your access to and use of the Website and all materials, products and Services obtained or downloaded from the Website.

5.2. Wechain may at any time terminate these Terms if:

- Wechain decides to terminate the operation of the Website.
- You fail to comply with any provision of these Terms.
- You provided the incorrect guarantees mentioned in this Terms.
- Wechain will be obliged to do so pursuant to the law.
- You cease to be the User.

5.3. These Terms, as well as Your relationship with Wechain hereunder shall be governed by and construed in accordance with the laws of the St. Vincent and the Grenadines, without regard to its conflict of laws provisions. You and Wechain agree that the courts of the St. Vincent and the Grenadines shall have exclusive jurisdiction over any dispute arising out of these Terms. Notwithstanding the foregoing, You agree that Wechain may seek injunctive relief (or an equivalent type of emergency relief) in any jurisdiction.

5.4. Wechain reserves the right to change and revise these Terms. Each time changes are made to these Terms, Wechain will publish a revised version of the Terms on the Website. The revised version of the Terms shall be effective immediately upon publication. Your use of the Website following any change to these Terms will constitute Your assent to and acceptance of the revised Terms.

5.5. All Intellectual Property Rights to the Website or Services provided belong to Wechain.

## **6. Disclaimer of Warranties**

6.1. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. YOU EXPRESSLY

ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MATERIALS, PRODUCTS AND ANY SERVICES OFFERED OR RENDERED ON THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WECHAIN HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

6.2. YOU AGREE TO USE THE WEBSITE AND ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA AS A RESULT OF SUCH USE.

6.3. WECHAIN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY.

## **7. Limitation of Liability**

7.1. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WECHAIN BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE)

AND EVEN IF WECHAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. WECHAIN IS NOT A REGISTERED INVESTMENT ADVISOR, BROKER/DEALER, FINANCIAL ANALYST, FINANCIAL BANK, SECURITIES BROKER OR FINANCIAL PLANNER. WECHAIN IS A TECHNOLOGY PROVIDER WHICH AMONG OTHER THINGS FACILITATES THE SHARING OF INFORMATION VIA THE INTERNET. ALL INFORMATION ON THE WEBSITE IS PROVIDED FOR INFORMATION PURPOSES ONLY. THE INFORMATION IS NOT INTENDED TO BE AND DOES NOT CONSTITUTE FINANCIAL ADVICE OR ANY OTHER ADVICE, IS GENERAL IN NATURE AND NOT SPECIFIC TO YOU. BEFORE USING THE COMPANY'S INFORMATION TO MAKE AN INVESTMENT DECISION, YOU SHOULD SEEK THE ADVICE OF A QUALIFIED AND REGISTERED SECURITIES PROFESSIONAL AND UNDERTAKE YOUR OWN DUE DILIGENCE. NONE OF THE INFORMATION ON OUR SITE IS INTENDED AS INVESTMENT ADVICE, AS AN OFFER OR SOLICITATION OF AN OFFER TO BUY OR SELL, OR AS A RECOMMENDATION, ENDORSEMENT, OR SPONSORSHIP OF ANY SECURITY, COMPANY, OR FUND. WECHAIN IS NOT RESPONSIBLE FOR ANY INVESTMENT DECISION MADE BY YOU. YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT RESEARCH AND INVESTMENT DECISIONS.