

# TERMS OF USE

## 1. GENERAL

- 1.1. This Website (www.bossie.xyz), and any sub-domains of this Website (including, for the avoidance of doubt, support.bossie.xyz) (collectively, this “**Website**”) is owned and operated by MemeLabs Ltd (Seychelles Company Registration Number: 242129) (“**MemeLabs**”). For the avoidance of doubt, the words “we,” “us” and “our” refer to MemeLabs.
- 1.2. Your access or use of this Website is subject to these terms of use (“**Terms of Use**”).
- 1.3. By accessing or using this Website, including browsing, or making enquiries, you agree to be bound by these Terms of Use.
- 1.4. You are responsible for all access to this Website using your internet connection, even if the access is made by another person.
- 1.5. MemeLabs may update these Terms of Use periodically. All changes will be posted on this Website. Continued use of the Website after changes are posted constitutes acceptance of those changes.
- 1.6. MemeLabs reserves the right to seek all remedies under the law for any violation of these Terms of Use.

## 2. TOKEN DISCLAIMERS

- 2.1. **\$BOSSIE** is a community-driven cryptocurrency. It does not have any intrinsic value and is not intended for use as an investment. It is purely for entertainment and community engagement purposes. Users should not expect any financial return from holding or trading \$BOSSIE Tokens.
- 2.2. You acknowledge that the Website may contain humor, parody, and other user-generated content that reflects the meme culture. You agree that such content is intended for entertainment purposes only and should not be interpreted as professional advice or serious information.
- 2.3. The information provided on this Website regarding \$BOSSIE is not intended to be, and does not constitute, financial advice, investment advice, trading advice,

or any other advice. Memelabs does not warrant the performance or profitability of \$BOSSIE. Always conduct your own research and seek the advice of a qualified professional before making any investment decisions.

- 2.4. Digital assets, including \$BOSSIE, are subject to high market risk and volatility. Past performance is not indicative of future results. You should be aware of the risks associated with cryptocurrencies and be prepared to lose all of your investment.
- 2.5. \$BOSSIE is provided 'as is' without any guarantees or warranty. Memelabs disclaims all liability for any loss or damage of any kind arising out of the use of \$BOSSIE or reliance on any information provided on this site.
- 2.6. Memelabs is not responsible for any issues arising from third-party services such as wallet providers or exchanges. Ensure that you use reputable services and safeguard your private keys and wallet information.
- 2.7. The regulatory status of \$BOSSIE and similar digital assets is unclear and may vary across different jurisdictions. Users are responsible for ensuring that their use of \$BOSSIE complies with applicable laws and regulations in their country of residence.
- 2.8. Users are responsible for understanding and complying with any tax obligations arising from their transactions involving \$BOSSIE. Memelabs does not provide tax advice and disclaims any liability for users' tax obligations.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1. The intellectual property rights in this Website and all its content, including but not limited to information, texts, pictures, videos, graphics, logos, designs, icons, audio clips, and digital downloads, are owned by Memelabs and its licensors. This content is protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 3.2. Memelabs grants you a limited, non-exclusive, non-transferable, and revocable license to access and make personal, non-commercial use of the content on this Website. This license does not include any resale or commercial use of the

Website or its contents; any derivative use of this Website or its contents; or any use of data mining, robots, or similar data gathering and extraction tools.

- 3.3. You may not reproduce, duplicate, copy, sell, resell, visit, distribute, or otherwise exploit any content on this Website for any commercial purpose without express written consent from MemeLabs. Additionally, you may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of MemeLabs without express written consent.
- 3.4. By submitting content (such as memes, comments, or other contributions) to the Website, you grant MemeLabs a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You also grant MemeLabs the right to use the name you submit in connection with such content.
- 3.5. Any third-party content, including but not limited to images, videos, or text, is the property of the respective owners. MemeLabs does not claim any ownership rights over such content and uses it solely under the terms agreed upon with the content owners. If you believe any content on the Website infringes your intellectual property rights, please contact us at [support.bossie.xyz](mailto:support.bossie.xyz) with detailed information so that we can investigate and take appropriate action.

#### **4. PUBLIC WALLET ADDRESS**

- 4.1. MemeLabs will publish a public wallet address for the contribution of digital assets for the purposes of exchanging those digital assets for \$BOSSIE Tokens on the Website.
- 4.2. You acknowledge and agree that by providing a public non-custodial wallet address for the contribution of funds, MemeLabs does not guarantee the security of these transactions. You should ensure they are sending funds to the correct address and are using secure and reputable non-custodial wallets. MemeLabs will not be responsible for any loss or theft of funds resulting from the use of insecure methods or incorrect addresses.

- 4.3. MemeLabs shall not be liable for any losses or damages arising from the use of the public wallet address provided on this website. This includes, but is not limited to, losses due to hacking, phishing attacks, software failures, or any unauthorized third-party activities.
- 4.4. By contributing funds to the public wallet address, you represent and warrant that their use of the wallet address complies with all applicable laws and regulations. You are solely responsible for ensuring that your contributions are lawful and do not violate any anti-money laundering (AML) or counter-terrorism financing (CTF) regulations.
- 4.5. You acknowledge that contributions made to the public wallet address are irrevocable and non-refundable. Once funds are transferred, they cannot be returned or reversed. You should carefully review the details before making any contribution.
- 4.6. Contributions to the public wallet address will be publicly visible on the blockchain. MemeLabs will maintain records of these transactions for compliance and transparency purposes. However, MemeLabs does not assume any responsibility for tracking individual user contributions beyond what is recorded on the blockchain.

## **5. DISCLAIMER OF WARRANTIES AND LIABILITIES**

- 5.1. The contents on the Website are provided on an 'as is' basis. MemeLabs makes no representations as to the quality, completeness or accuracy of any content made available on the Website.
- 5.2. To the fullest extent permitted by law, MemeLabs does not make any representations or warranties and hereby disclaims any warranties whether expressly or impliedly arising from the following:
  - a. all conditions, warranties and other terms that might otherwise be implied
  - b. by law into these Terms of Use; and
  - c. any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Website.
- 5.3. The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct,

indirect, or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

- 5.4. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded.
- 5.5. MemeLabs will not be liable to you for any liabilities to the extent allowed by law for damages, losses, claims, costs, or expenses of any kind arising from:
- a. your use of the Website;
  - b. interruptions in your use of the Website;
  - c. availability of the Website;
  - d. quality, completeness, accuracy, reliability, or service levels of the Website;
  - e. loss or corruption of data from your use of the Website;
  - f. errors or inaccuracies in information on the Website;
  - g. unauthorized access to the Website's secure servers;
  - h. harmful viruses, malware, or malicious codes transmitted through the Website;
  - i. liabilities from negligence;
  - j. termination or change of the Website;

## **6. PERMISSION TO USE**

- 6.1. Your permission to use the Website is personal to you and non-transferable, and you may not use the Website for commercial purposes. Your use of the Website is conditional on your compliance with the terms and conditions set forth in these Terms of Use and you agree that you will not:
- a. use the Website for any fraudulent or unlawful purpose;
  - b. use the Website to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation privacy rights or rights of publicity;
  - c. impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website;

- d. interfere with or disrupt the operation of this Website, the servers or the networks used to make the Website available or violate any requirements, procedures, policies or regulations of such networks or servers;
  - e. transmit or otherwise make available in connection with the Website any virus, worm, Trojan horse, or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
  - f. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website;
  - g. modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website. If you wish to reverse engineer any part of the Site to create an interoperable program you must contact us, and we may provide interface data subject to verification of your identity and other information;
  - h. remove any copyright, trademark, proprietary rights from the Website or any materials originating from this Website;
  - i. frame or mirror any part of the Website without the express prior written consent of Memelabs;
  - j. create a database by systematically downloading and storing the contents of the Website;
  - k. use any manual or automatic device in any way to gather the contents of the Website or reproduce or circumvent the navigational structure or presentation of the Website without the express prior written consent of Memelabs; and
  - l. make any misrepresentations to us.
- 6.2. Memelabs reserves the right to revoke any of these exceptions either generally or in specific instances.

## **7. INFORMATION OBLIGATIONS UNDER THE WEBSITE**

- 7.1. By using the Website, you agree that you shall keep the Website informed of the status of the transactions that you have with the Website and if the operator of the Website requests, provide any information so requested.

## **8. REPRESENTATIONS AND WARRANTIES**

- 8.1. By accessing or using the Website, you:

- a. represent and warrant to MemeLabs that you are of legal age, have the mental and legal capacity, and possess the authority to use the Website and make submissions, requests, and applications;
- b. represent that all information provided by you to MemeLabs in connection with your use of this Website is accurate, current, and complete;
- c. agree to indemnify and hold harmless MemeLabs against any breach by you of these representations and warranties in accordance with the provisions of these Terms of Use;
- d. represent and warrant, if you are acting on behalf of an entity, that the entity you represent is duly incorporated or constituted under the laws of its country of incorporation or constitution, and that you have the authority to act on behalf of this entity in connection with the Website; and
- e. are deemed to have read, understood, and accepted the terms and conditions of these Terms of Use.

## **9. RIGHT OF ACCESS**

- 9.1. The Website provides hyperlinks to other Websites and online resources which are not maintained or controlled by MemeLabs. MemeLabs is not responsible for the contents of such external sites or resources. MemeLabs will not be liable for any losses, claims, actions, costs, expenses, or any damages that arise from the use of those third-party Websites and resources. MemeLabs may also block any links to or from the Website. Your use of third-party Websites and resources is at your own risk.

## **10. DATA PROTECTION AND PRIVACY POLICY**

- 10.1. MemeLabs has a privacy policy and by using the Site you are deemed to have consented to the terms of the privacy policy which can be found at [[https://bossie.xyz/legal/bossie\\_pp\\_v1.pdf](https://bossie.xyz/legal/bossie_pp_v1.pdf)] ("**Privacy Policy**").
- 10.2. It is a continuing condition of your access and/or use of the Site that you agree and consent to the terms of our privacy policy as amended from time to time. You acknowledge that we may process personal information in relation to you in accordance with the Privacy Policy.

## **11. NON-WAIVER**

- 11.1. The failure of either party at any time to exercise any right or to require performance by the other party of any provision of these Terms of Use or to claim a breach of any term of these Terms of Use will not be deemed to be a waiver of such or any other rights or remedies available to it.

## **12. THIRD PARTY RIGHTS**

- 12.1. A person who is not a party to these Terms of Use shall have no right to enforce any provisions herein.

## **13. NOTICE**

- 13.1. Any notice, request or other communication under these Terms of Use are to be in writing and can be delivered personally or by email to the intended recipient. To the fullest extent allowed by law, each party may serve legal documents, or any other documents related to legal proceedings on any other party in accordance with this clause.

## **14. JURISDICTIONAL ISSUES**

- 14.1. MemeLabs makes no representation that the information provided on this Website is appropriate or available for use outside Seychelles. If you choose to access this Website outside Seychelles, you are responsible for your own risk and you shall take the necessary steps to comply with the applicable local laws. By using this Website, you agree that certain personal data of yours will be transferred and processed in Seychelles.

## **15. EFFECTIVE PERIOD**

- 15.1. These Terms of Use are effective as long as this Website is active.

## **16. GOVERNING LAW**

- 16.1. These Terms of Use shall be governed and construed in accordance with the laws of Seychelles.
- 16.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and



finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Seychelles. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.