TERMS OF SERVICE OF THE COOKIE COMMUNITY WEBSITE

1. GENERAL PROVISIONS

1.1. These Terms of Service of the Cookie Community Website (the "Terms") constitute a legally binding agreement between you (the “User”, "you", "your", etc.) and Cookie DAO foundation registered in the Cayman Islands (“COOKIE DAO”, “we”, “our”, “us”, etc.).

1.2. The Terms apply to your use of the Website and Services made available to you through the Website. The Terms set out in particular:

1.2.1.the types and scope of electronically supplied services;

1.2.2.the conditions for the supply of services by electronic means of communication, including:

1.2.2.1.technical requirements necessary for cooperation with the ICT System used by COOKIE DAO;

1.2.2.2.a prohibition on providing illegal content by the User;

1.2.2.3.the conditions for making and terminating contracts on electronically supplied services;

1.2.3.a complaint procedure.

1.3. The following annexes are an integral part of these Terms:

1.3.1.Annex no. 1 – LIST OF RESTRICTED COUNTRIES;

1.3.2.Annex no. 2 – COOKIE POINTS AND FARMING TIERS;

1.3.3.Annex no. 3 – RISK NOTICE.

1.4. The currently applicable and binding Terms are available on the Website at https://assets.cookie.community/assets/cookie_community_tos.pdf in a form that enables their recording, storage, and reproduction by the User. The content of the Terms may be recorded and reproduced by the User using any technique on any media for purposes related to the use of the Website and the Services.

1.5. The Services may be provided by COOKIE DAO or, where specified in these Terms or any additional terms, by any other entity from the COOKIE DAO Group.

1.6. Before accessing the Website or using any of the Services, you must carefully read and understand the Terms and the Privacy Policy. By accessing the Website or using any of the Services, you acknowledge that you have carefully read, understood, and agreed to be bound by the Terms and the Privacy Policy.

1.7. Nothing in these Terms shall be construed as COOKIE DAO providing any services consisting of providing a Wallet, such as custodial Crypto-Asset wallet. COOKIE DAO does not safekeep or control any Crypto-Assets on behalf of the Users, in particular COOKIE DAO has no access to the Crypto-Assets of the User, no means of transferring them (including freezing or burning them) and no control over outgoing or incoming Crypto-Assets to or from the User's Wallet.

1.8. **Nothing in these Terms shall be construed as COOKIE DAO having possession, custody, or authority over any Crypto-Assets of any User. The User maintains full control over its Crypto-Assets throughout the entire process of using the Services. COOKIE DAO is not a party to any transaction on the blockchain network made to the User's Wallet connected to the Website, in particular as regards blockchain operation as a result of which Crypto-Assets will be transferred from Third-Parties to the User's Wallet connected to the Website.**

1.9. **IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE WEBSITE OR THE SERVICES.**

2. CONTACT

2.1. You may contact COOKIE DAO as regards the matters related to the Website or the Services using email: community@cookie.community.

2.2. We may communicate with you through the same contact channels as set forth in Section 2.1. CONTACT above. If you use these communication channels, you agree that COOKIE DAO may communicate with you through these channels in response.

2.3. We may also communicate with you by posting information on the Website or by sending an email to the email address provided by you when using the Website or the Services (if applicable).

3. TECHNICAL REQUIREMENTS FOR THE USE OF THE WEBSITE AND SERVICES

3.1. The technical requirements for the use of the Website and Services are as follows:

3.1.1.an Internet-connected device with the latest operating system, Internet access and a current standard web browser (e.g. Chrome, Safari, Mozilla Firefox, Opera or Microsoft Edge);

3.1.2.cookies and JavaScript enabled in the web browser;

3.1.3.screen resolution when displaying the Website is at least 1280x720 pixels.

3.2. The technical requirements for the use of the Services other than Content Access Service are as follows:

3.2.1. having an active Wallet (e.g. an external off-Website Wallet provided by a Third-Party) capable of connecting to the Website, signing messages and initiating blockchain transactions. For certain functionalities (including Cookie Points, Farming Tier, and participation in farming pools), the User may be required to hold and/or stake/lock $COOKIE token(s) and pay applicable network fees, as specified on the Website.

4. LEGAL REQUIREMENTS FOR THE USE OF THE WEBSITE AND SERVICES

4.1. The legal requirements for the use of the Website and the Services are as follows:

4.1.1.you must be at least 18 years old or of the legal age in accordance with the Applicable Law at the time of accessing the Website;

4.1.2.you must have the full legal capacity to conclude agreements under the Applicable Law;

4.1.3.comply with additional requirements as regards specific Services set out in these Terms (if applicable).

4.2. If you do not meet any of the requirements set out in Section 4.1, you are obligated to refrain from accessing and using the Website or Services.

5. COMPLIANCE WITH THE APPLICABLE LAW

5.1. The User must comply with the Applicable Law, including the local laws regarding the lawful use of the Services in the User's jurisdiction.

5.2. The User declares that the User:

5.2.1.does not carry out any illegal activity, including money laundering, financing of terrorism or any other activity in violation of any state or international sanctions as defined by the Applicable Law;

5.2.2.is not present on any international or national sanction lists;

5.2.3.is not located in a Restricted Country, is not a citizen of a Restricted Country nor is a resident of a Restricted Country. The list of Restricted Countries is set out in Annex no. 1 to these Terms.

6. NO SERVICES FOR USERS FROM RESTRICTED COUNTRIES

6.1. The User declares that the User is not located in a Restricted Country, is not a citizen of a Restricted Country nor is a resident of a Restricted Country during the whole duration of use of the Services provided by COOKIE DAO.

6.2. COOKIE DAO does not provide any Services to Users who are located in a Restricted Country, are citizens of a Restricted Country or are residents of a Restricted Country or who fail to comply with Section 5. COMPLIANCE WITH THE APPLICABLE LAW in any other way. COOKIE DAO reserves the right to immediately cease provision of the Services and/or terminate the Agreement with a User with immediate effect when it becomes aware o f circumstances described in the preceding sentence.

7. NO ADVICE AND RISK INFORMATION

7.1. COOKIE DAO is not your legal advisor, tax advisor, Crypto-Assets advisor, financial advisor, or any other advisor of any kind. The Content, the Website, these Terms, or any other legal document issued by COOKIE DAO in connection with the Website and the Services are not intended to be or contain any sort of advice and should not be construed as such. In particular we do not provide any investment, financial, Crypto-Asset, legal, or tax advice to anyone in the Content, the Website, these Terms or any other legal document issued by COOKIE DAO in connection with the Website and the Services.

7.2. You should consult your independent financial, Crypto-Asset, legal, or tax professionals before using the Website and the Services to assess if your use of the Website and the Services would comply with the regulatory requirements of the Applicable Law and/or what regulatory requirements would you need to comply with to use the Website and the Services in compliance with the Applicable Law. All decisions made by the User when using the Website or the Services are based solely on the User's own assessment of the User's factual and legal situation and objectives and are User's sole responsibility.

7.3. Features such as staking, vesting, or similar mechanisms should not be considered investments, deposits, or loans of any kind, nor do they guarantee any form of return. When you commit your Digital Assets to these features, they may be locked for extended periods. Participation in these functionalities is at your own risk, and you assume all associated technological, market, and liquidity risks.

7.4. By using the Website, you acknowledge and accept the following risks:

7.4.1. Market Volatility:
The price and market value of Crypto-Assets are highly volatile. Fluctuations in value can significantly and adversely affect the worth of any Crypto-Assets you own. There is no assurance that your Crypto-Assets will maintain or retain any value.

7.4.2. Market and Commercial Value:
The value of Crypto-Assets you purchase may decrease due to various factors, including negative publicity, blockchain malfunctions, or other unforeseen circumstances.

7.4.3. Functionalities:
Features such as staking, vesting, or similar mechanisms are not to be treated as investments, deposits, or loans and do not guarantee returns. Committing your Crypto-Assets to these features may result in prolonged lock-up periods. Participation in these functionalities is at your own risk, including any technological, market, or liquidity risks.

7.4.4. Digital Asset Use Risks:
The use of Crypto-Assets carries inherent risks, such as hardware, software, and Internet failures, malicious software, or unauthorized access to wallets or stored data. We are not liable for such risks, regardless of their cause.

7.4.5. Protocol and Website Changes:
Upgrades to the Website, hard forks, or changes to blockchain protocols may have unintended and adverse effects on the related technologies.

7.4.6. Smart Contracts and Tokens:
Tokens exist solely as records on a blockchain, and all smart contract activities occur on decentralized ledgers. We do not control or guarantee any aspect of smart contracts or their outcomes.

7.4.7. Third-Party Services:
We make no guarantees regarding third-party services associated with the Website, including the availability, protection, or storage of your Crypto-Assets or data shared with these parties.

7.4.8. Access Loss Risks:
Losing access to your private keys, custodial errors, or mistakes on your part may result in the loss of your Crypto-Assets.

7.4.9. Security Threats:
Risks such as hacking, fraud, counterfeiting, cyber-attacks, and other technological challenges may compromise your Crypto-Assets.

7.4.10.Regulatory Changes:
Changes to laws and regulations governing blockchain technologies, cryptocurrencies, or tokens, or adverse regulatory actions, may negatively impact their use or value.

7.4.11.Taxation:
Risks related to taxation may arise, and you are responsible for understanding the tax implications of your activities.

7.4.12.Legal Tender Status:
Crypto-Assets are not legal tender and are not backed by any government authority.

7.4.13.Technical Understanding:
Using the Website requires a comprehensive understanding of cryptography and computer science. You represent that you possess sufficient knowledge to assess and manage the associated risks.

7.4.14.Information Accuracy:
The Website may contain errors, inaccuracies, or unauthorized changes. All decisions based on information from the Website are made at your own risk. Verify all details independently before reliance.

7.4.15.Operational Challenges:
The Website may face cyber-attacks, traffic surges, or technical difficulties leading to interruptions or delays. We do not guarantee that the Website will remain updated, secure, error-free, or continuously accessible.

7.4.16.Decision Responsibility:
You acknowledge having obtained enough information to make informed decisions regarding the acquisition, use, or holding of Crypto-Assets. You are solely responsible for determining the appropriateness and potential value of these activities. We make no representations or warranties about the reliability, accuracy, or functionality of Crypto-Assets, their supporting systems, or technology, and we do not guarantee that any defects will be resolved.

8. GENERAL RULES OF USE OF THE SERVICES

8.1. The Website and/or the Services are provided in English.

8.2. The User is authorized to use the Website and/or the Services solely for the User's own use (including internal use), and not for resale, service bureau use, or providing access to third parties, unless expressly permitted by COOKIE DAO.

8.3. The User is obligated to use the Website and/or the Services in accordance with these Terms, the Applicable Law, and good market practices, respecting personal rights and intellectual property rights, in particular our rights or rights of any Third-Parties. In particular, the User undertakes:

8.3.1. not to transmit or upload any Prohibited Content;

8.3.2. not interfere with or disrupt the operation of the Services or ICT Systems;

8.3.3. not impersonate any person or entity, misrepresent information, or otherwise misrepresent User's affiliation with a person or entity;

8.3.4. not collect or gather email addresses or other contact details of other Users by email or otherwise for the purpose of sending unsolicited emails or other unsolicited communications;

8.3.5. not advertise or offer to sell or purchase any goods or services for any purpose not expressly permitted by COOKIE DAO;

8.3.6. not support, assist, or promote any criminal activity or enterprise;

8.3.7. not access or use the Services to create products or services that compete with the Services;

8.3.8. not modify, reproduce, duplicate, copy, download, store, further transmit, distribute, transfer, disassemble, broadcast, publish, remove, or alter any copyright statement or label, or license, sublicense, sell, mirror, design, rent, lease, trademark, grant a security interest in or to any portion of the property, or create derivative works or otherwise exploit any portion of the property with respect to the COOKIE DAO Content, the Website, or the Services - without the prior written consent of COOKIE DAO;

8.3.9. not use deep linking, indexing robots, bots, spiders, or other automated devices, programs, scripts, algorithms or methods, or any similar or equivalent manual process to access, obtain, copy or monitor any element of COOKIE DAO's intellectual property, or replicate or circumvent the navigational structure or presentation of the COOKIE DAO Content, the Website, or the Services in any way, to obtain or attempt to obtain any materials, documents, or information by any means not intentionally made available through the Services or the Website in accordance with these Terms.

9. SERVICES

9.1. COOKIE DAO provides the following Services in connection with the Website under the Agreement:

9.1.1. the Content Access Service - a service provided to the User under these Terms, described in particular in Section 11. CONTENT ACCESS SERVICE;

9.1.2. the Wallet Connection Service - a service provided to the User under these Terms, described in particular in Section 12. WALLET CONNECTION SERVICE;

9.1.3. the Account Service – a service provided to the User under these Terms, described in particular in Section 13. ACCOUNT SERVICE;

9.1.4. the Airdrop Whitelist Service – a service provided to the User under these Terms, described in particular in Section 14, which enables the User to (i) collect and view Cookie Points and Farming Tier information, and (ii) where made available on the Website, participate in farming pools and access functionality related to eligibility checks and claiming of Airdrops distributed by Third-Parties;

9.1.5. the Quests Service – a service provided to the User under these Terms, described in particular in Section 15. QUESTS SERVICE.

9.2. The User acknowledges and understands that use of the Services may involve cybersecurity risks set out in Annex no. 3 – RISK NOTICE.

10. CONCLUSION OF THE AGREEMENT

10.1.The Agreement between User and COOKIE DAO on the use of the Website and the Services is concluded as regards:

10.1.1. the Content Access Service – when the User accesses the Website;

10.1.2. the Wallet Connection Service – when the User clicks on the “Connect Wallet” button (or button with equivalent information) and connects the User’s Wallet to the Website;

10.1.3. the Account Service – when the User starts using the Wallet Connection Service for the first time;

10.1.4. the Airdrop Whitelist Service – when the User starts using the Wallet Connection Service for the first time;

10.1.5. the Quests Service – when the User starts using the Wallet Connection Service for the first time.

11. CONTENT ACCESS SERVICE

11.1. The Content Access Service consists of enabling the User to access the Content.

11.2. To use the Content Access Service, the User must visit the Website using the User’s web browser.

11.3. **THE CONTENT OR OTHER INFORMATION PUBLISHED ON THE WEBSITE IS PROVIDED FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER, ADVICE OR RECOMMENDATION TO BUY OR SELL ANY ASSETS, CRYPTO-ASSETS, OR TO ENGAGE IN ANY TRANSACTION, NOR DOES IT CONSTITUTE ADVICE OF ANY OTHER NATURE, SUCH AS TAX OR LEGAL ADVICE. ALL DECISIONS MADE BY THE USER ARE BASED SOLELY ON THE USER’S OWN ASSESSMENT OF THE USER’S FINANCIAL SITUATION AND OB JECT IVES . THE USER ’S DEC IS IONS ARE USER ’S SOLE RESPONSIBILITY**.

11.4.The use of the Content Access Service is free of charge.

12. WALLET CONNECTION SERVICE

12.1. The Wallet Connection Service enables the User to connect Wallet to the Website. 12.2. To use the Wallet Connection Service, the User must:

12.2.1. declare that the User has read these Terms and the Privacy Policy and accepts them by way of clicking on the appropriate checkbox;

12.2.2. declare that the User is not located in, is not a citizen of, and is not a resident of any Restricted Country (as defined in these Terms and listed in Annex no. 1) by way of clicking on the appropriate checkbox;

12.2.3. click on the “Connect Wallet” (or button with equivalent information) on the Website’s interface;

12.2.4. select a Third-Party provider of a Wallet used by the User (for example by clicking on the “Rainbow”, “Coinbase Wallet”, MetaMask” or “WalletConnect” button) depending on which Wallet is used by the User;

12.2.5. proceed with the Third-Party provider’s form in order to connect the Wallet (for instance, the User may be obligated to provide the Wallet address, to sign a message to verify ownership of the Wallet, as well as may be obligated to undergo the customer due diligence checks of such Third-Party).

12.3. Each User may connect several Wallets to the Website using the Wallet Connection Service.

12.4. The User acknowledges and understands that the Wallet is an external tool provided by a Third-Party that allows the User to use certain Services provided by COOKIE DAO. COOKIE DAO does not exercise any control over the operation of the Wallet(s) and cannot be deemed to be a provider of such solutions.

12.5. The use of the Wallet Connection Service is free of charge.

13. ACCOUNT SERVICE

13.1. The Account Service consists of maintaining an electronic set of data associated with a connected Wallet address that enables the User to access the Airdrop Whitelist Service and Quests Service and to view and track Cookie Points and Farming Tier information (where applicable).

13.2. By using the Account Service, the User creates the User's Account.

13.3. To use the Account Service and create an Account, the User must connect the User's Wallet to the Website using the Wallet Connection Service.

13.4. A separate Account is created for each public address of the Wallet connected by the User to the Website.

13.5. Each Account is created and maintained separately for each public Wallet address connected by the User. A given public Wallet address may be associated with only one Account on the Website at any given time.

13.6. The use of the Account Service is free of charge.

14. AIRDROP WHITELIST SERVICE

14.1. The Airdrop Whitelist Service consists of enabling the User, through the Website interface, to (i) collect Cookie Points and be assigned to a Farming Tier, and (ii) access and participate in farming pools and/or other participation mechanisms made available on the Website in connection with Airdrops organized by Third-Parties (including, where applicable, locking $COOKIE for a specified period), subject to the criteria and rules determined solely by such Third-Parties and/or presented on the relevant page within the Website.

14.2.The detailed rules on Cookie Points and Farming Tiers are set out in Annex no. 2 to these Terms.

14.3. Farming Pools and staking interface. When made available on the Website, the Airdrop Whitelist Service may also provide an interface enabling the User to stake or lock $COOKIE in dedicated pools (including "farming pools") in order to accrue Cookie Points and/or become eligible for Airdrops. Any pool-specific parameters (including duration, lock-up, capacity, eligibility requirements, timing and any displayed APY or estimates) are presented in the Website interface and may vary per pool.

14.4. Snapshots and eligibility. Third-Parties may determine eligibility criteria for an Airdrop, which may include, without limitation: the User's Cookie Points, Farming Tier, completion of specific Quests/Tasks, and/or snapshot-based checks performed at a specified time. COOKIE DAO does not control Third-Party eligibility criteria and does not guarantee that the User will qualify for any Airdrop.

14.5. Allocation and claim. Where the Website displays an “allocation”, “claim”, or similar functionality, such functionality is provided solely as an interface to facilitate the User’s interaction with relevant smart contracts and/or Third-Party distribution mechanisms. COOKIE DAO does not guarantee the availability, timing, amount, or successful receipt of any Airdrop, and is not responsible for Third-Party distributions.

14.6. To qualify for an Airdrop, a User may be required to:

14.6.1.have a certain Farming Tier assigned to the User’s Account;

14.6.2. complete certain tasks while using the Quests Service.

14.7. A User who qualifies for an Airdrop will be able to participate in such Airdrop via mechanisms made available through the Website interface, which may include (depending on the relevant Airdrop/project) (i) accessing a dedicated project page, (ii) completing Tasks, (iii) locking $COOKIE in a farming pool for a specified lock-up period, and/or (iv) using a direct link accessible from the Website’s interface once the Airdrop starts. The detailed conditions (including timing, snapshots, capacity, rounds, lock-up period and allocation rules, if applicable) are presented on the relevant page within the Website and may differ between projects.

14.8. Airdrops and criteria of qualification for participation in an Airdrop are organized, determined and controlled solely by ThirdParty(ies). Third-Party(ies) who organize Airdrops are solely liable for any and all decisions and activities concerning Airdrops, including transfer of Crypto-Assets to the User’s Wallet as a result of an Airdrop.

14.9. COOKIE DAO does not organize Airdrops, does not determine the criteria of qualification for participation in Airdrops, does not control Airdrops and does not transfer any Crypto-Assets to the User’s Wallet as a result of an Airdrop. The Agreement between the User and COOKIE DAO does not obligate COOKIE DAO to transfer any Crypto-Assets, means of payment or other assets or rights to the User in connection with User’s participation in an Airdrop, use of the Website or use of the Services.

14.10. COOKIE DAO does not make any representations, warranties, promises or guarantees whatsoever of any kind as regards the results of any Airdrop, in particular COOKIE DAO does not guarantee that User will receive or will be entitled to receive any Crypto-Assets or other assets, funds or rights due from any entity under any title due to the User’s participation in an Airdop.

14.11. The use of the Airdrop Whitelist Service requires an active Account.

14.12. The use of the Airdrop Whitelist Service is free of charge.

15. QUESTS SERVICE

15.1. The Quests Service consists of online monitoring of User’s activities related to the Quests.

15.2. To use the Quests Service, the User must connect the User’s Wallet to the Website using the Wallet Connection Service.

Quests may require the User to perform actions on Third-Party platforms (e.g., joining community channels, following accounts, or other public interactions) and may be verified using publicly available information and/or Third-Party tools. COOKIE DAO does not control Third-Party platforms and is not responsible for their availability or rules.

15.3. The Quests may concern either brand, products or services of COOKIE DAO or brand(s), products or services of Third-Party(ies). For the avoidance of doubt, the User does not enter into any legal agreement with any Third-Party when completing the Quests.

15.4. The description of Quests, description of benefits for completion of Quests and conditions for their award, as well as the Quests Service interface, are available on the Website.

15.5. The online monitoring of Users' activities related to the Quests may include monitoring of User's activities using Third-Party Services, such as social media Websites or online communicators, and is necessary for the performance of the Quests Service.

15.6.The use of the Quests Service requires an active Account.

15.7.The use of the Quests Service is free of charge.

16. THIRD-PARTY SERVICES

16.1. The Website may contain hyperlinks to external services or websites of Third-Parties. These Terms do not apply to such Third-Party Services or websites unless expressly stated otherwise. If the User uses them, the User does so at the User's own risk and subject to the relevant terms of services and privacy policy of such Third-Parties. COOKIE DAO recommends that each User reads the terms of service and privacy policies of such ThirdParties for further information before accessing or using Third-Party Services or websites. COOKIE DAO is not responsible for any Third-Party Services accessed via a hyperlink from the Website, including for their accuracy and/or completeness.

16.2. For the avoidance of doubt, the "Bridge" section of the Website may provide access to, or embed, Third-Party Services that enable bridging or transferring Crypto-Assets across blockchain networks. COOKIE DAO does not provide such bridging services, is not a party to any bridging transaction, and does not control Third-Party Services.
16.3 Where the Website provides access to "Bridge" or similar cross-chain transfer functionality, such functionality is provided as a Third-Party Service and/or as an interface to interact with relevant smart contracts. COOKIE DAO does not operate or control third-party bridges, does not guarantee their security or availability, and is not responsible for any losses arising from the use of any bridge, including loss of funds, failed transactions, delays, or incorrect transfers.

17. INTELLECTUAL PROPERTY RIGHTS

17.1. COOKIE DAO grants to the User a non-exclusive, non-transferable, royaltyfree, copyright license, without the right to sub-license, to use the Website in accordance with these Terms.

17.2. The Content, which includes graphical elements, is protected by copyright, trademark protection rights (or priority rights to register trademarks), and other intellectual property. COOKIE DAO does not assign any copyrights or provide any licenses to use the Content outside of the license set out in this Section 17. INTELLECTUAL PROPERTY RIGHTS. Any use of the Content outside of the scope of the license, may constitute a breach of COOKIE DAO's intellectual property rights.

17.3. The User recognizes and accepts that the Website may include content or characteristics that are safeguarded by copyright, patent, trademark, trade secret, or other exclusive rights and laws. The User may not modify, copy, frame, scrape, rent, lease, loan, publish, sell, distribute, remove any

proprietary notices or labels, or develop derivative works based on the Website, the Services, in whole or in part, except as explicitly authorized by COOKIE DAO.

17.4. When using the Website, the Services, or any of their components or features made available to the User, the User may not engage in or utilize any data mining, robots, scraping, or similar data gathering or extraction methods. Any utilization of the Website or the Services other than as specifically authorized herein is entirely prohibited. The technology and software underlying the Website or disseminated in connection with it are the property of COOKIE DAO, its affiliates, and its partners. The User agrees not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in connection with the Website or Services.

17.5. COOKIE DAO retains all right, title and interest in all of the COOKIE DAO's intellectual property, including, without limitation, ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

18. TAXES

18.1. The User is solely responsible for:

18.1.1. to determine whether and to what extent any taxes apply to transactions, including transfer(s) of Crypto-Assets, made by and between the User and any Third-Party(ies) in connection with the Services and to determine the rules for withholding, collecting, reporting and remitting the correct amounts of taxes to the relevant tax authorities;

18.1.2. declaring all receipts and debits of any of the User's assets, including fiat currencies or Crypto-Assets, for the purposes of national tax returns and any related returns.

18.2. Subject to the mandatory provisions of the Applicable Law, the User releases COOKIE DAO from any and all liability in the event of the User's failure to comply with the provisions set out in Section 18.1.

18.3. COOKIE DAO is not responsible for the User's failure to comply with the provisions set out in Section 18.1.

19. TERMINATION OF THE AGREEMENT

19.1. The User may terminate the Agreement at any time, with or without cause, and with an immediate effect by contacting COOKIE DAO by email: community@cookie.community.

19.2. If the User is a Consumer, the User has the right to withdraw from the Agreement within 14 days following the Agreement's conclusion.

19.3. COOKIE DAO may terminate the Agreement with immediate effect if any of these valid reasons arise:

19.3.1. the User is in breach of these Terms, in particular the rules of conduct set out in Section 8. GENERAL RULES OF USE OF THE SERVICES;

19.3.2. the User grossly violates Applicable Law or the rights of COOKIE DAO or Third-Parties in connection with the User's use of the Services, in particular intellectual property rights;

19.3.3. the User carries out activities detrimental to COOKIE DAO or ThirdParties, in particular activities that violate or threaten the security of ICT Systems;

19.3.4. the User uses the Website or the Services in a manner contrary to their purpose or scope as set out in these Terms;

19.3.5. the User attempts to gain unauthorised access to the Website;

19.3.6. the User overcomes software security features that restrict or protect the use of Content;

19.3.7. it is required under the Applicable Law or requested by a lawful and binding order issued by law enforcement authorities, court of law, or other public authorities (if applicable under the Applicable Law).

20. AMENDMENTS TO THE TERMS

20.1. COOKIE DAO reserves the right to amend these Terms for important reasons, i.e.:

20.1.1. in the event of a change in legislation, the need to adapt these Terms to the Applicable Law directly affecting these Terms and resulting in the need to modify them to comply with the Applicable Law;

20.1.2. the need to adapt these Terms to recommendations, orders, rulings, provisions, interpretations, guidelines, or decisions of authorised public authorities;

20.1.3. extending or changing the functionality of the Website, including the introduction of new services provided electronically or changing the existing functionality of the Website;

20.1.4. changing the technical conditions for the provision of the Services;

20.1.5. the need to rectify any ambiguities, errors, or clerical mistakes that may have occurred in these Terms;

20.1.6. changing the contact details, names, identification numbers, electronic addresses, or links provided in these Terms;

20.1.7.to prevent abuse or for security reasons, including to enable the Services to be used in a legally compliant manner;

20.1.8. improving the quality of customer service.

20.2. If the User is a Consumer, COOKIE DAO will inform the User of the planned change to these Terms by publication on the Website and/or by notification in the Website's interface. In such case, COOKIE DAO will provide the User who is a Consumer with:

20.2.1. the content of the planned change to these Terms;

20.2.2. the effective date of the change no less than 7 days prior to such change;

20.2.3. the consolidated text of the amended Terms.

20.3. If the User does not agree to the proposed changes of these Terms, the User is entitled to terminate the Agreement, effective on the day immediately preceding the date of the proposed amendment. In such cases the User must contact COOKIE DAO by email to: community@cookie.community and cease from using the Website or the Services.

20.4.Subject to the mandatory provisions of the Applicable Law, continued use of the Website or the Services means that the User agrees to be bound by the current version of the Terms.

21. LIABILITY

21.1. Subject to the mandatory provisions of the Applicable Law and other provisions of these Terms, our total liability on any basis (i.e. contractual, tort) for damages caused by COOKIE DAO to the User who is not a Consumer in any calendar year of these Terms shall be limited to an amount equal to 100 USD (liability limitation).

21.2. Subject to the mandatory provisions of the Applicable Law, COOKIE DAO shall not be liable (liability exclusion):

21.2.1. for investment decisions made on the basis of the Content or for the results obtained on the basis of the Content. In particular, COOKIE DAO will not be obliged to compensate the User for any damages, including loss of profits, resulting from decisions or actions taken by the User based on knowledge obtained from the Content provided. It is the User's responsibility to assess the merits and risks of using any information and Content published on the Website or made available through the Services, with COOKIE DAO making reasonable efforts to keep the Content up to date.

21.2.2. for restricting, delaying, or preventing, in whole or in part, the User's access to the Website or the Services as a result of acts, events, omissions or accidents beyond its reasonable control, including , strikes , failure of public utility services or telecommunications network, including the Internet, war, riot, civil commotion, malicious damage;

21.2.3. for restricting, delaying, or preventing, in whole or in part, the User's access to the Website or the Services due to necessary maintenance, upkeep or development work (including updates) in relation to the Website or the Services;

21.2.4. for damage caused by circumstances beyond its direct or indirect control;

21.2.5. for Third-Party Services, including their accuracy and completeness;

21.2.6. for acts or omissions of the User, in particular for damages caused by the illegal use of any of the Services;

21.2.7. for Prohibited Content.

21.3. Subject to the mandatory provisions of Applicable Law, the User who is not a Consumer agrees to defend COOKIE DAO, COOKIE DAO' affiliates and their employees, officers, directors, agents, joint ventures, and representatives ("COOKIE DAO Entities") from any and all claims, fees, administrative fines, liabilities, and damages incurred by or asserted against COOKIE DAO Entities as a result of any violation of these Terms or Applicable Law by the User. The User, who is not a Consumer, agrees to indemnify the COOKIE DAO Entities for the expenses referred to in the preceding sentence, including the costs of defending the rights of the COOKIE DAO Entities, in particular the costs of legal assistance, and, if incurred by the COOKIE DAO Entities, to reimburse the COOKIE DAO Entities for such expenses and costs.

22. COMPLAINTS

22.1. COOKIE DAO exercises due diligence to ensure that the Website and the Services operate at an appropriate level.

22.2. The User has the right to report objections and errors in the functioning of the Website and the Services, as well as submit other complaints regarding the Website and/or the Services by contacting COOKIE DAO:

22.2.1. by email: community@cookie.community;

22.2.2. by mail to the following address: COOKIE DAO, address: Governors Square, #5-204, 23 Lime Tree Bay Avenue, P.O. Box 477, Grand Cayman, KY1-1108, Cayman Islands with the "COMPLAINT" annotation on the envelope.

22.3. The User should state in the complaint:

22.3.1. the contact details required to send a reply to the complaint;

22.3.2. a detailed description of the event giving rise to the complaint;

22.3.3. demands of the User making the complaint.

22.4. COOKIE DAO may ask the User to provide additional information to the extent necessary to provide a complete response.

22.5. Complaints and notifications will be dealt with immediately, no later than within 14 days, unless a shorter time limit for responding to the complaint arises from the provisions of the Applicable Law

22.6. User's failure to provide the information set out in Section 22.3 or incomplete provision of such information may make it difficult or impossible for COOKIE DAO to respond to the complaint.

22.7. A complaint may be submitted anonymously if providing the User's personal data is not necessary for processing the complaint.

22.8. COOKIE DAO will send the User a response to the complaint to the email address from which the complaint was sent unless the User has indicated that the User wishes to receive a response to a different email address.

22.9. Complaints shall be considered on the basis of the provisions of these Terms and the governing law subject to Section

23. GOVERNING LAW

23.1. These Terms will be governed by the law of Cayman Islands subject to Section 23.2 below.

23.2. For the avoidance of doubt, these Terms shall not limit any rights the User may have as a Consumer that cannot be excluded or limited under the Applicable Law. In the event that User as a Consumer has such rights which cannot be excluded or limited, the provisions of the Applicable Law shall apply.

24. DISPUTES

24.1. If any disputes arise in the future concerning these Terms, they will be settled by a court of competent jurisdiction, subject to Sections 24.2 – 24.3 below.

24.2. If a dispute, claim or any matter arises in connection with these Terms, the User may contact COOKIE DAO in accordance with Section 2. CONTACT.

24.3. The User, who is a Consumer, is entitled to make use of out-of-court complaint and redress procedures. For this purpose, the User who is a Consumer may, in particular, seek assistance from consumer organizations and municipal or district consumer ombudsmen. The User can use the Online Dispute Resolution (ODR) Website available at: http://ec.europa.eu/consumers/odr.

25. PRIVACY AND PERSONAL DATA PROTECTION

25.1. COOKIE DAO processes the User's personal data in accordance with Applicable Law, including the GDPR. Information on processing of the User's personal data and information on cookies can be found in the Privacy Policy.

26. FINAL PROVISIONS

26.1. In matters not regulated by these Terms, the relevant provisions of the Cayman Islands law shall apply.

26.2. These Terms comprise the entire contractual relationship between the User and COOKIE DAO and supersede all prior arrangements, agreements, and understandings of any kind between the User and COOKIE DAO.

26.3. The User and COOKIE DAO are independent entities. Nothing in these Terms creates any relationship between the User and COOKIE DAO other than a relationship between independent entities, including no partnership or joint venture. The User is not authorized to make any commitments on behalf of COOKIE DAO.

26.4. COOKIE DAO reserves the right to transfer the rights and obligations of COOKIE DAO set out in these Terms to other entities belonging to the COOKIE DAO Group. If the User does not consent to such transfer, the User will be entitled to terminate the Agreement.

26.5. If any provision of these Terms is declared invalid or ineffective in whole or in part by a court or other competent authority, or if the invalidity or ineffectiveness of any provision of these Terms is based on binding legal provisions, or if any provision of these Terms proves to be unenforceable in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.

26.6. All warranties, representations, conditions, and any other terms of any kind implied by statute or common law are excluded to the fullest extent permitted by Applicable Law.

27. DEFINITIONS

27.1. All capitalized terms in the Terms and annexes thereto shall have the following meanings:

27.1.1. Account – an electronic set of data that allows the Users to collect Cookie Points and use functionalities made available through the Website in connection with the Airdrop Whitelist Service and Quests Service (including farming pools and allocations, where applicable).

27.1.2. Agreement – the agreement concluded between the User and COOKIE DAO under these Terms.

27.1.3. Airdrop – a distribution of a Crypto-Assets by Third-Parties to qualifying persons where the criteria to qualify for are decided by a Third-Party.

27.1.4. Applicable Law – any and all applicable laws, statutes, ordinances, orders, regulatory requirements, rules and regulations and other similar legal instruments, whether state, EU, federal or local, in force at any time in relation to the User or COOKIE DAO in connection with the use of the Website and/or the Services.

27.1.5. Business Day – a day from Monday to Friday excluding public holidays in the Cayman Islands.

27.1.6. Consumer – any natural person making a legal transaction with COOKIE DAO who is not directly related to its professional or business activity.

27.1.7. Content – any content, comments, remarks, data, information, text, photos, images, digital or other material displayed by COOKIE DAO or made available by COOKIE DAO by any other means on or through the Website in connection with Services.

27.1.8. COOKIE DAO (“we”, “our”, “us” etc.) – COOKIE DAO foundation company registered in the Cayman Islands, address: Governors Square, #5-204, 23 Lime Tree Bay Avenue, P.O. Box 477, Grand Cayman, KY1-1108, Cayman Islands.

27.1.9. COOKIE DAO Entities – COOKIE DAO’S affiliates and their employees, officers, directors, agents, joint ventures, and representatives.

27.1.10. COOKIE DAO Group – COOKIE DAO and COOKIE DAO’s affiliates.

27.1.11. Cookie Point – Cookie Point as defined in Annex no. 2 to these Terms.

27.1.12. Crypto-Assets – digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology.

27.1.13. Farming Tier – Farming Tier as defined in Annex no. 2 to these Terms.

27.1.13a. Farming Pool – a pool or program displayed on the Website that may enable Users to stake or lock $COOKIE (and, where applicable, meet additional criteria) for a defined period, in connection with eligibility for Airdrops.

27.1.13b. Snapshot – a point-in-time check or record (including on-chain or off-chain verification) used to determine eligibility conditions for a Farming Pool and/or an Airdrop.

27.1.13c. Allocation – an amount of Crypto-Assets that may be displayed in the Website interface as potentially claimable by the User in connection with an Airdrop, as determined by a Third-Party and/or the relevant distribution mechanism.

27.1.14. GDPR - General Data Protection Regulation 2016/679.

27.1.15. ICT System - a set of interoperable computing devices and software providing for the processing and storage of data as well as the sending and receiving of data over telecommunications networks, including all computers, communications, electronic, data processing or cloud systems used by COOKIE DAO or the User in relation to the use and/or provision of the Services.

27.1.16. Prohibited Content – any content, comments, remarks, data, information, text, photos, images, digital or other material made, shared, used or uploaded by the User in connection with use of the Website or the Services other than the Content that (i) infringes any intellectual property or other proprietary rights of COOKIE DAO or any Third-Party; or (ii) contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any of the Services; or (iii) constitutes or poses a threat to the privacy or security of any person; or (iv) constitutes unsolicited or unauthorized advertising or commercial activity; or (v) is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, pornographic, libelous or otherwise objectionable; or (vi) in the sole judgment of COOKIE DAO, is inappropriate or restrict or inhibit others from using the Services, or may expose COOKIE DAO or Users to any damage or liability of any kind.

27.1.17. Quest – a task or requirement communicated by COOKIE DAO through the Website interface (including “Tasks”) that may be used as a criterion to determine eligibility for participation in a Farming Pool and/or an Airdrop.

27.1.18. Services – the services provided by COOKIE DAO to the User through the Website as defined in Section 9. SERVICES.

27.1.19. Terms – these Terms of Service of the Cookie Community Website.

27.1.20. Third-Party – an entity other than the User or COOKIE DAO that provides the Third-Party Services.

27.1.21. Third-Party Service – services or solutions provided by a ThirdParty that are linked to on the Website.

27.1.22. User ("you", "your" etc.) – a natural or legal person using the Website and/or the Services.

27.1.23. Wallet – a digital Crypto-Assets wallet belonging to the User.

27.1.24. Website – the online website operated by COOKIE DAO through which the Services are provided, available at: https://www.cookie.community (and any subpages or successor URLs).

ANNEX NO. 1 – LIST OF RESTRICTED COUNTRIES

Countries listed below include their territories and dependencies.

For the purposes of these Terms, “Restricted Countries” include:

(A) jurisdictions that COOKIE DAO restricts from accessing or using the Website or the Services (including as communicated through the Website interface);

(B) countries listed on the FATF’s “black and grey lists”[1] and/or countries on the EU Commission’s list of high-risk third countries[2] (as amended from time to time);
and
(C) any other jurisdictions where use of crypto-assets or crypto-asset services is prohibited, restricted or requires authorization, to the extent such restrictions make provision of the Services unlawful or require licensing/authorization not held by COOKIE DAO.

A. Jurisdictions restricted for access to the Website / Services (Website-based restrictions)

United States of America
Canada
Japan
Hong Kong (Special Administrative Region)
South Africa
Brazil

B. Countries on the FATF “black and grey lists”[1] and/or on the EU Commission list of high-risk third countries[2]

People's Republic of China
Democratic People’s Republic of Korea
Iran
Myanmar
Afghanistan
Barbados
Burkina Faso
Cameroon
Democratic Republic of the Congo
Gibraltar
Haiti
Jamaica
Mali
Mozambique
Nigeria
Panama
Philippines
Senegal
South Sudan
Syria
Tanzania
Trinidad and Tobago
Uganda
United Arab Emirates

Vanuatu
Vietnam
Yemen

[1] https://www.fatf-gafi.org/en/countries/black-and-grey-lists.html

[2]Commission Delegated Regulation (EU) 2016/1675 of 14 July 2016 supplementing Directive (EU) 2015/849 of the European Parliament and of the Council by identifying high-risk third countries with strategic deficiencies (as amended)

ANNEX NO. 2 - COOKIE POINTS AND FARMING TIERS

A. Cookie Points

The Cookie Points are assigned to your Account by COOKIE DAO based on (i) the amount of $COOKIE tokens staked (and/or locked, where applicable) by you and (ii) the duration of the stake.

The Cookie Points:
- are non-tradable (e.g., you can't sell or buy them);
- are non-exchangeable (e.g., you can't exchange them for any currency, goods or services);
- are non-transferable (e.g., you can't give them to another person);
- exist only as long as you stake your $COOKIE tokens; and
- are burned when you unstake $COOKIE tokens.

The Cookie Points are granted based on the combination of two factors:
(1) The amount of staked $COOKIE tokens, where 1 staked $COOKIE token awards 1 Cookie Point.
(2) The duration of a staking pool in which you are staking, which determines a multiplier for your Cookie Points accumulated from the amount staked in accordance with the Schedule no. 1 below.

Schedule no. 1 - Cookie Points stake pool duration multiplier

SINGLE STAKING POOL DURATION	SINGLE STAKING POOL DURATION MULTIPLIER
14 days	0.5
30 days	1
90 days	3
180 days	3
365 days	5

The formula for calculating the amount of Cookie Points to be assigned to the User's Account is as follows:

Cookie Points = (Number of $COOKIE tokens staked) x (Single Staking Pool Duration Multiplier)

The total amount of Cookie Points is summed from across all $COOKIE tokens staking pools.

B. Farming Tiers

The Farming Tiers are assigned to your Account based on the total amount of Cookie Points assigned to your Account.
Only one Farming Tier may be assigned to your Account at any given time.

The Farming Tiers may determine your eligibility for participation in Airdrops organized by Third-Parties under the applicable Airdrop criteria determined solely by such Third-Parties.

The Farming Tiers are awarded in accordance with the Schedule no. 2 below:

Schedule no. 2 - Farming Tiers

FARMING TIER	REQUIRED NUMBER OF COOKIE POINTS TO QUALIFY FOR A FARMING TIER
DIAMOND	500,000 and more
PLATINUM	100,000 – 499,999
GOLD	20,000 – 99,999
SILVER	5,000 – 19,999
BRONZE	500 – 4,999

C. Examples

The examples presented below are for illustrative purposes only.

Example no. 1

User A is staking 1,000 $COOKIE tokens in a 14-day staking pool.
This means User A's Cookie Points are calculated as follows:

1,000 x 0.5 = 500 Cookie Points

Number of $COOKIE tokens staked x Single Staking Pool Duration Multiplier = Cookie Points

This means that a total amount of 500 Cookie Points is assigned to User A's Account.
This means that User A is placed in the BRONZE Farming Tier.

Example no. 2

User B is staking 5,000 $COOKIE tokens in a 180-day staking pool.
User B is also staking 10,000 $COOKIE tokens in a 90-day staking pool.
This means User B's Cookie Points are calculated as follows:

5,000 x 3 = 15,000 Cookie Points

Number of $COOKIE tokens staked x Single Staking Pool Duration Multiplier = Cookie Points

10,000 x 3 = 30,000 Cookie Points

Number of $COOKIE tokens staked x Single Staking Pool Duration Multiplier = Cookie Points

This means that a total amount of 45,000 Cookie Points is assigned to User B's Account.
This means that User B is placed in the GOLD Farming Tier.

ANNEX NO. 3 – RISK NOTICE

You acknowledge and accept risks related to the fact that COOKIE DAO makes the Services available through the Internet and/or through other means mutually acceptable to you and COOKIE DAO, and that access to the Internet, blockchain networks and the Services is dependent on numerous factors, technologies, and systems, some of which are beyond the authority and control of COOKIE DAO.

You accept and acknowledge the risks associated with the use of the Website and the Services, including the following risk factors:

(a) Internet / cybersecurity risks. The provision of information and access over the Internet involves inherent security risks. While COOKIE DAO may implement reasonable technological and organizational safeguards, no measure can guarantee complete security and COOKIE DAO does not guarantee that security incidents will not occur.

(b) Device, software and Wallet risks. Risks associated with hardware, software and Internet connections, including malware, phishing, compromised devices, and the risk that third parties may gain unauthorized access to your information, accounts, Wallet, private keys, seed phrases or other credentials. Loss of access to your Wallet (including loss of private keys/seed phrase) may be irreversible and may result in loss of Crypto-Assets.

(c) Availability and performance risks. The Website and the Services may be affected by unforeseen or increased technical difficulties, network congestion, cyber-attacks, unexpected increases in activity, maintenance, or other operational or technical difficulties that may cause interruptions, delays, degraded performance, failed transactions, or temporary unavailability.

(d) Integrity of information / spoofing risks. There is a possibility of unauthorized third parties making unauthorized changes to the Website or the software underpinning the Website (including by way of attack), and/or presenting spoofed interfaces or addresses. Therefore, you should verify all information (including URLs and blockchain addresses) before relying on it or initiating any transaction.

(e) Third-Party Services risk. Use of the Website may involve Third-Party Services (including Wallet providers, blockchain networks, smart contracts, bridges, social media platforms or communication tools). COOKIE DAO does not control Third-Party Services and is not responsible for their availability, security, policies, actions or omissions, or for any losses arising from their use.

(f) Smart contract / blockchain risks. Some functionalities may rely on smart contracts and blockchain networks. Smart contracts and blockchain protocols may contain vulnerabilities, may be exploited, may behave unexpectedly, or may be impacted by forks, reorganizations, upgrades, outages, or changes to protocol rules. Transactions on a blockchain may be irreversible, and you may incur losses, including loss of Crypto-Assets.

(g) Airdrop / farming / eligibility risks. Eligibility for Airdrops, Tasks/Quests completion rules, snapshots, allocations and distribution timing are determined and controlled by Third Parties and/or the relevant on-chain mechanisms and may change, be delayed, be suspended, be cancelled, or result in no distribution. Staking/locking mechanisms (if any) may restrict liquidity for the relevant period and are used at your own risk.

Any decisions based on the Content, information or functionalities made available through the Website are the sole responsibility of the User. You should review Section 7 (NO ADVICE AND RISK INFORMATION) of these Terms and consult independent professional advisers where appropriate.