

Terms & Conditions

PLEASE READ THESE TERMS OF USE CAREFULLY. BY CLICKING ACCEPT, AND BY ACCESSING OR USING OUR SERVICES AND SOFTWARES, YOU CONFIRM YOU UNDERSTAND THESE TERMS AND AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE.

1. Scope

- (a) These are the Terms of Use (hereinafter referred to as the “Terms”) of **House Party Labs Limited**, a company duly registered under the laws of the British Virgin Islands (hereinafter referred to as “Company”, “we” or “us”).
- (b) These Terms apply to any access to and use of the Company products including, but not limited to the Company’s website at <https://www.hpp.io>, any online services rendered through our web, any events or commercial promotions organized by the Company (unless otherwise stipulated in the specific terms and conditions of such events or commercial promotions), and the Company’s services related to or utilizing any of the foregoing which we refer to in these Terms. Any of the aforementioned products, services or websites are referred to together as the “Company Products”.
- (c) You (hereinafter also referred to as the “Participant” or “User”) acknowledge and agree that the Company’s Network (“Network”) is a decentralized network and the Company does not manage or operate it. Further, the Company does not operate or authorize any activity on the Network. Therefore, downtimes, interruptions, bugs, cyberattacks and other disturbances in the functionality of the Network cannot be excluded. The Company shall not bear responsibility for any of these events nor the functionality of the Company Network or lack thereof.

2. Eligibility and agreement

You must ensure that you use and access the Company Products only in your own name and capacity. If you are acting for a legal entity, you must ensure that:

- (a) You use and access the Company Products on behalf of the legal entity; and
- (b) You are authorized to enter into transactions on behalf of the legal entity.

3. Your responsibilities regarding the use of the products

- (a) You are responsible for maintaining adequate security and control of your own device when accessing the Company Products.
- (b) If you need to report a security incident, or you have experienced any operational problems, or have a security concern, please contact us immediately at hello@hpp.io describing the issue at hand as thoroughly as possible including the date, type of problem and part of the Company site or the Company Products where you experienced that problem. You are responsible for immediately notifying us of any breach of security.
- (c) The Company shall not be responsible for any loss that you suffer as a result of failing to comply with this section or failure to follow or act on any notices or alerts that we may send to you.

4. Availability of services and softwares

- (a) You shall notify the Company the soonest possible in case you become aware of any material technical failures of or difficulties with the Company Products or upon becoming

- aware of any material breach (or any event which, by giving notice and/or the lapse of time, would constitute a material breach) of these Terms.
- (b) If, in our sole discretion, we decide to permanently discontinue our softwares, we will provide you with notice via our website or any other means of communication we deem appropriate.
 - (c) You accept and acknowledge that the Company Products may not be accessible in every country of your residence, in particular because of regulatory requirements.

5. Force majeure

A "Force Majeure" event includes without limitation each of the following:

- (a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
- (b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;
- (c) Labor disputes and lock-out;
- (d) Breakdown, failure or malfunction of any electronic, network and communication lines or systems (not due to the fault of the Company);
- (e) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

6. Risks

You understand and accept the risks in connection with the use of the Company Products and other software as set forth above and hereinafter. You also acknowledge that you use the Company Products at your sole risk and expense.

7. Data protection

- (a) The collection, use, and cross-border transfer of personal information are governed primarily by the Company's Privacy Policy. In the event of any inconsistency between these Terms and the Privacy Policy with respect to personal information, the Privacy Policy shall prevail.
- (b) You acknowledge and agree that, to the extent permitted by applicable laws, the Company may process and transfer your personal data in accordance with its Privacy Policy, including transfers to recipients located outside your country of domicile. Specific information regarding the transfer country, recipient, purpose of transfer, items of personal information transferred, and retention period will be provided in the Privacy Policy at the time of obtaining your consent.
- (c) The information provided pursuant to these Terms will be used by the Company for the purposes of providing you with services and data pursuant to these Terms and enabling the Company to perform its activities.
- (d) You acknowledge and agree that the Company may disclose your data, including personal data and sensitive personal data ("Participant Data"), as required or permitted by applicable laws, regulations, legal processes, or governmental requests, and to external organizations for the purpose of providing services and data to you, and performing its lawful business

activities. You explicitly consent to the transfer of your data to locations outside your country of domicile and to third parties outside of the Company. You may opt out of commercial communications by following the instructions provided in such communications.

8. Prohibited activities

You agree that you will not use the Company Products to perform any type or sort of illegal activity or to take any action that negatively affects the performances of the Company Products.

9. Technical requirements

- (a) In order to access the Company Products, you might need to have:
 - i. A computer, smartphone or other multimedia device;
 - ii. Access to a stable Internet connection;
 - iii. Access to the latest version of any Internet browser (such as e.g. Google Chrome, Safari, Mozilla Firefox, Opera).
- (b) The use of third-party software which influences proper functioning of the browser (browser extensions) may have an impact on the correct functioning of the software. We are not responsible for such instances.

10. Default

- (a) Each of the following constitutes an “Event of Default”:
 - i. Where any representation or warranty made by you is or becomes untrue;
 - ii. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in subsection (b) below;
 - iii. You are performing a prohibited activity as specified in section 8, you involve the Company in any type of fraud or illegality and if the Company suspects that you are engaged into money laundering activities or terrorist financing or other criminal activities;
 - iv. Commencement of proceedings or investigations against you by a competent governmental authority or body or court;
 - v. Cases of material violation by you of the requirements established by any applicable laws, such materiality determined in good faith by the Company;
 - vi. Any other situation where it would not be in the best interest of the Company that you continue to be a participant.
- (b) If an Event of Default occurs, the Company may at its absolute discretion, at any time and without prior notice, take one or more of the following actions:
 - i. Terminate these Terms without notice;
 - ii. Restrict or suspend your access to the Company Products, in whole or in part.

11. Indemnification

You agree to indemnify, defend and hold the Company, its employees, agents, consultants, subsidiaries, partners, affiliates, and licensors, harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) arising from or in any way related to your use of our softwares, your violation of these Terms, or your violation of any rights of any other person or entity.

12. Limitation of liability

- (a) To the extent permitted by applicable law, the Company and its officers, employees, agents, and affiliates shall not be liable for any damage arising out of, or in connection with, this agreement.
- (b) The Company shall assume no liability for any further claims, e.g. relating to compensation for indirect or consequential loss, lost profit or loss of earnings, unrealized savings or additional expense incurred, regardless of the legal grounds.
- (c) You are fully aware that the access to and the use of the Company Products through the internet and from abroad might violate foreign laws applicable to you. You undertake to inform yourself and to assume sole liability for any risks relating to such foreign legislation. Any responsibility of the Company regarding the possible infringement of foreign laws in connection with your use of the Company Products from abroad is expressly and completely excluded.
- (d) The Company shall assume no liability for losses if, for reasons for which the Company cannot be held responsible, the Company has been prevented from performing the transaction properly or on time, for example as a result of Force Majeure or measures, orders and/or decrees issued by domestic or foreign governmental authorities.
- (e) The Company shall assume no liability for actions (e.g. declarations of Default), failure to take action or any suspension or restriction of services by any element within the blockchain.
- (f) The Company shall assume no liability for the consequences of regulatory measures implemented by competent regulators with regard to any of the Company Products.

13. Termination

- (a) The Company reserves the right to discontinue the Company Products without prior notice immediately on the grounds of misuse, particularly violations of these Terms or any applicable law.
- (b) The Agreement concluded between the Company and the user as a result of accepting these Terms may be terminated by either party at any time. Termination of the Agreement will result in deletion of the User Account and/or User's inability to use the Company Products.

14. Taxation

- (a) You bear the sole responsibility to determine if your use of the Softwares and/or any other action or transaction related to HPP Tokens have tax implications for you.
- (b) By using the Products, and to the extent permitted by law, you agree not to hold the Company liable for any tax liability associated with or arising from the operation of the Products or any other action or transaction related to these Company Products.

15. HPP Staking Services

15.1 Service Definition and Operation

- (a) **Staking Mechanism:** You may participate in the HPP staking service (the “HPP Staking Service”) by interacting with the HPP staking smart contract (the “Staking Contract”) using your personal wallets. You acknowledge that HPP Tokens staked via the Staking Contract may be transferred to and stored in a secure vault managed by the HPP Foundation (the “Vault”) to enhance asset security.
- (b) **Non-Custodial Nature:** The Company does not manage, access, or store your wallet’s private keys or seed phrases. Except as provided in Section 15.3 regarding security events, the authority to stake and unstake assets resides solely with you through the Staking Contract.
- (c) **Unstaking and Cooldown:** You may initiate an unstaking request at any time. However, a mandatory "Cooldown Period" of 7 days applies to all unstaking requests. During this period, your assets are locked and cannot be withdrawn, transferred, or traded. You acknowledge that liquidity is restricted during this Cooldown Period.

15.2 Reward System

- (a) **Nature of Rewards:** Rewards for the HPP Staking Service are provided in the form of "Airdrop Claims" and are distributed on a seasonal or periodic basis as determined by the Company. Rewards are not guaranteed, are not interest-based, and are not automatically compounded.
- (b) **Calculation and Eligibility:** The amount of rewards, if any, varies based on factors including the quantity of HPP Tokens staked, the duration of the stake, and your contribution to the HPP ecosystem.
- (c) **Company Discretion:** The Company reserves the sole and absolute discretion to determine the reward rate, distribution schedule, eligibility criteria, and validity period of claims. The Company may modify, suspend, or terminate the reward program at any time without prior notice depending on company circumstances.

15.3 Emergency Security Measures

Notwithstanding the user authority granted in Section 15.1(b), in the event of a hack, security breach, bug, or critical threat to the Network or Staking Contract (“Security Event”), you explicitly authorize the Company and the HPP Foundation to take necessary emergency measures. These measures may include pausing the Staking Contract, restricting access, or moving assets from the Vault to a secure location to prevent theft or loss.

15.4 Disclaimers and Liability

- (a) **Restricted Jurisdictions:** You may not use the HPP Staking Service if you reside in, are a citizen of, or are accessing the Service from any jurisdiction where the HPP Staking Service is prohibited, restricted, or otherwise regulated (“Restricted Jurisdictions”). If you use the Service in violation of this Section, the Company shall bear no responsibility or liability for any losses, penalties, or legal consequences arising from such unauthorized use.
- (b) **Taxation:** You are solely responsible for determining any tax implications or liabilities arising from your participation in the HPP Staking Service and the receipt of any Airdrop Claims. The Company makes no representation regarding the tax treatment of these transactions.
- (c) **Limitation of Liability:** To the extent permitted by law, the Company shall not be liable for any losses or damages arising from:
 - i. Your failure to safeguard your private keys;
 - ii. Failures, bugs, or errors of the Staking Contract not caused by the Company’s gross negligence;

- iii. Fluctuations in the market value of HPP Tokens during the staking or Cooldown Period;
 - iv. Delays or failures in the Vault mechanism due to Force Majeure or third-party service failures.
- (d) Waiver of Special and Consequential Damages: For the avoidance of doubt, the Company shall not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to loss of profits, loss of revenue, loss of business, loss of data, or loss of opportunity, arising out of or relating to the HPP Staking Service.
- (e) Liability Cap: To the maximum extent permitted by applicable law, the Company's total aggregate liability arising out of or relating to the HPP Staking Service shall not exceed one hundred U.S. dollars (USD 100). This Section 15.4(e) applies in addition to, and not in limitation of, Section 12(Limitation of liability).

15.5 Treatment of Assets and Rewards upon Termination

- (a) Upon Service Termination, you may withdraw your staked principal assets via the provided interface for a period of at least 2 months ("Withdrawal Period"). Thereafter, you acknowledge that you may need to interact directly with Staking Contract to retrieve your principal. The Company does not claim ownership of your staked principal.
- (b) However, any rewards, airdrops, or points accrued but not yet claimed by you ("Unclaimed Rewards") must be claimed within 2 months from the date of HPP Staking Service Termination ("Claim Period").
- (c) You acknowledge and agree that any Unclaimed Rewards not claimed within the Claim Period shall be deemed forfeited and may be burned or reverted to the Company. The Company shall have no liability for any Rewards lost due to your failure to claim them within the Claim Period.

16. Entire agreement

These Terms, together with any other applicable agreements, constitute the entire and exclusive agreement between the parties regarding the subject matter hereof, and supersede all previous or contemporaneous written or oral contracts, warranties, representations or understandings relating to such subject matter.

17. Severability

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable or illegal or contravene any rule, regulation or law of any market or regulator, that part will be deemed to have been excluded from these Terms from the beginning, and these Terms will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Terms or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected but should remain in full force and effect.

18. Changes to these terms

- (a) The present Terms may change from time to time, including but not limited to cases of changes in our Products in technology, in regulation and for any other case that The Company deems as appropriate to take measures.
- (b) In case of a change, we will provide you with notice of such change by posting the updated Terms on our website and changing the "Last Updated" date at the bottom of these Terms.

Any amended Terms shall become effective no earlier than 14 days after they are posted and shall apply prospectively to the use of the Products upon effectiveness of such changes. However, in case the changes address new functions of the Company Products or they are made for any legal reasons, they shall be of immediate effect.

- (c) Upon effectiveness of the change as described above subsection (b), the change of Terms shall be considered as accepted by you in case you continue using the Company Products. Therefore, in case you do not agree to any amended Term, you must immediately cease using the Company Products.

19. Communications and written notices

- (a) Unless the contrary is specifically provided in these Terms, any notice, instruction, request or other communication to be given to the Company by you under these Terms shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to you for this purpose) and shall be deemed delivered only when actually received by the Company at:
 - House Party Labs Limited
Charles Court 1st Floor 189 Main Street PO Box 4406 Tortola British Virgin Islands
- (b) Further, any communications sent by you or to you (documents, notices, confirmations, statements etc.) are deemed received:
 - i. If sent by email, within one hour after emailing it;
 - ii. If sent by the Company's online system, contact form, internal mail or support chat, immediately after sending it.

20. Complaints and disputes

- (a) In the event that an alleged breach, controversy, claim, dispute or difference ("Dispute") arises between you and the Company out of or in connection with these Terms and/or any other contractual documents (including but not limited to the validity, performance, breach or termination thereof), the parties shall seek to resolve the matter by negotiation by referring the matter first to:
 - i. Any member of your executive management in case of legal persons, or you personally if you are acting as a natural person; and
 - ii. In the case of the Company, to the Company Help Center.
- (b) If you wish to report an error or a Dispute, you must send an email to hello@hpp.io. The following information will need to be included:
 - i. Your name and surname;
 - ii. Your email address (or other recognition details);
 - iii. Detailed enquiry description;
 - iv. The date and time that the issue arose.

21. Dispute resolution, place of jurisdiction and governing law

- (a) These Terms and any other applicable contractual documents shall be exclusively governed by and construed in accordance with the laws of the British Virgin Islands excluding its

- conflict of laws principles.
- (b) Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the British Virgin Islands.

22. Final provisions

- (a) We inform you that we do not use alternative methods of settling disputes with Consumers, unless it's expressly required by applicable law. It means that we do not agree to participate and we are not obliged to participate in this kind of proceeding.
- (b) These Terms are effective as of August 18, 2025.