

VEVOTE TERMS OF SERVICE

Last update: January 2026

These VeVote DApp Terms of Service ('Terms' or 'Terms of Service') are an agreement between you ('you' or 'your') and VeChain Foundation and its affiliates ('VeChain,' 'we,' 'our,' or 'us'). These Terms govern your use of our decentralized Application ('VeVote,' 'DApp,' or 'VeVote DApp').

READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF VEVOTE INCLUDING A CLASS ACTION WAIVER UNDER PARAGRAPH 8 BELOW AND AN AGREEMENT TO ARBITRATE FOR ANY DISPUTE RESOLUTION UNDER PARAGRAPH 9 BELOW.

BY ACCESSING OR USING VEVOTE, OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS OF SERVICE WHEN THE OPTION IS MADE AVAILABLE TO YOU, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US AND HAVE THE AUTHORITY TO DO SO EITHER ON YOUR OWN BEHALF OR ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THAT YOU ARE NOT A "DISQUALIFIED PERSON" AS DEFINED IN SUBPARAGRAPH 2(e) BELOW, AND THAT YOU HAVE READ AND UNDERSTAND, AND ACCEPT AND AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY, THESE TERMS IN FULL. IF YOU DO NOT AGREE TO THE TERMS, OR IF YOU OTHERWISE DO NOT MEET THE FOREGOING REQUIREMENTS IN ANY WAY, YOU MAY NOT USE VEVOTE.

THESE TERMS ONLY APPLY TO THE VEVOTE PRODUCT OFFERED BY VECHAIN, AND ARE INTENDED TO APPLY ALONG WITH ANY OTHER VECHAIN TERMS THAT MAY BE APPLICABLE TO YOU WHEN YOU USE OTHER VECHAIN PRODUCTS WITH VEVOTE.

AS FURTHER PROVIDED IN SUBPARAGRAPH 5(e) BELOW, VEVOTE IS A DIGITAL APPLICATION DEVELOPED AND OPERATED BY VECHAIN TO PROVIDE BLOCKCHAIN-BASED SERVICES. WHILE VECHAIN OPERATES THE PLATFORM, IT DOES NOT CONTROL USERS' DIGITAL ASSETS OR TRANSACTIONS.

1. CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service to reflect changes in applicable laws and regulatory requirements relating to the use of digital wallets and related services or to implement technical adjustments and improvements or to respond to market requirements. All changes are effective immediately when we post them unless we expressly specify otherwise. In any event, no changes will apply retroactively as to any claims existing prior to the "last updated" date. You are responsible for checking these Terms regularly, as updates are binding upon you. We will indicate that the Terms of Service have been updated by updating the "last updated" date at the top of these Terms. Your continued use of VeVote following the posting of revised Terms means that you accept and agree to the changes.

2. RIGHTS TO VOTE

(a) VeVote DApp. Upon accessing the app, users can view previous and ongoing proposals without authentication. To participate, users must authenticate by connecting their wallet for blockchain-based interactions, either web3 native like VeWorld or abstracted ones (social login). Once authenticated, users gain the ability to cast their votes.

You acknowledge and agree that you are solely responsible for maintaining the confidentiality and security of your credentials. We strongly advise you to take precautions to securely save such information to prevent the loss of access to or control over your VeVote dApp, as well as any digital assets associated with your VeWorld Wallet, including cryptocurrencies, fungible tokens, and non-fungible tokens (NFTs) (each referred to as a 'Digital Asset' and collectively as 'Digital Assets').

Do not share your credentials with any third party. NOTWITHSTANDING ANYTHING IN THESE TERMS, WE ARE NOT LIABLE FOR ANY ACTIVITIES ON THE VEVOTE DAPP, WHETHER AUTHORIZED OR UNAUTHORIZED.

(b) License Grant. Subject to these Terms, VeChain grants you a non-exclusive, non-transferable, non-assignable, and non-sublicensable license to use VeVote on your devices for personal or internal business use ('Limited License');

(c) License and Use Restrictions. As an express condition of your use of VeVote, you represent and warrant to us that you shall not use VeVote for any unlawful purpose or purpose prohibited by these Terms or the laws or regulations in the jurisdiction in which you live or reside or where you may engage in any activity with VeVote. WITHOUT LIMITING THE FOREGOING, you agree not to use VeVote for any of the following purposes:

(i) Violate any law, regulation, or governmental policy in any applicable jurisdiction, including without limitation pay for, support, or otherwise engage in any illegal activities such as prohibited trade, illegal gambling, fraud, money laundering, or terrorist activities;

(ii) Share, lease, rent, use, or otherwise provide access to your VeVote DApp to or on behalf of any third party;

(iii) Use VeVote in connection with the performance of any service for any third party;

(iv) Infringe upon, misappropriate, or violate intellectual property rights or any other rights of any person or entity (including without limitation VeChain);

(v) Behave in a harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable manner;

(vi) Violate the security of any computer network, or crack any password or security encryption code;

(vii) Impersonate or attempt to impersonate another individual or entity, including without limitation any VeChain employee or agent, or another VeVote user;

(viii) Infringe, in any way, on the rights of others or engage in behavior or activity that is threatening, harmful, discriminatory, or fraudulent;

(ix) Access, copy or store any VeVote source code or a significant portion of our content;

(x) Decompile, reverse engineer, or otherwise attempt to obtain source code or underlying ideas or information of or relating to VeVote we provide;

(xi) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of VeVote or any server, computer, or database connected to VeVote;

(xii) Circumvent, remove, alter, deactivate, degrade, or thwart any technological measure or content protections of VeVote;

(xiii) Attack VeChain's information technology systems (or those providing information technology systems of VeChain's behalf) via a denial-of-service attack or distributed denial-of-service attack or otherwise;

(xiv) Use any device, software, bot, or routine that interferes with the proper working of VeVote;

(xv) Damage, overburden, disable, or impair the VeChain's ability to provide VeVote to users;
or

(xvi) Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

If you become aware of or suspect any unauthorized use of VeVote, please contact us at support@vechain.com

We have absolute discretion to take any necessary actions any time and for any reason without notice in the event you breach these Terms. Any violation of any of the above representations and warranties, including without limitation, use of VeVote in breach of these Terms, may subject you to civil liability, criminal prosecution, and termination of your rights to use VeVote. If any illegal activity is detected, the associated wallet address may be reported to the relevant authorities. This could result in all future transactions from the wallet being deemed unlawful, and the miner processing such transactions may also be subject to legal action.

(d) Aggregate Data. We may collect anonymized and aggregated data ('Aggregate Data') related to your use of VeVote. This data is used solely to improve the security, compatibility, and interoperability of the VeVote software. To better understand what information we collect and process and how we use any information collected through VeVote, please refer to our privacy policy found at [vevote.vechain.org/privacy] ("Privacy Policy");

(e) Disqualified Persons. You are not authorized to use VeVote if there are applicable legal restrictions in your country of residence that would make the use of VeVote illegal. It is your sole responsibility to ensure that your use of VeVote is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected in any way by any applicable law in your country of residence or domicile. In addition, you are not authorized to use VeVote if you are any of the following:

(i) A citizen, domiciled in, resident of, or physically present / located in Iran, North Korea, Cuba, Syria, China, Afghanistan, Central African Republic (the), Congo (the Democratic Republic of the), Libya, Mali, Russia, Somalia, Sudan, and Yemen (each an "Excluded Jurisdiction");

(ii) An entity: (1) which is incorporated in, or operates out of, an Excluded Jurisdiction, or (2) which is under the control of one or more individuals who is/are citizens of, domiciled in, residents of, or physically present / located in, an Excluded Jurisdiction;

(iii) An individual or entity: (1) included in the consolidated list published by the United Nations Security Council of individuals or entities subject to measures imposed by the United Nations Security Council accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>; or (2) included in the United Nations Lists (UN Lists) or within the ambit of regulations relating to or implementing United Nations Security Council Resolutions listed by MAS and accessible by <https://www.mas.gov.sg/regulation/anti-money-laundering/targeted-financial-sanctions/lists-of-designated-individuals-and-entities>; or (3) included in any other applicable governmental sanctions list in any relevant jurisdiction; or

(iv) An individual or corporate body who is otherwise prohibited or ineligible in any way, whether in full or in part, under any law applicable to such individual or corporate body from participating in any part of VeVote.

If you are not authorized to use VeVote under this subparagraph 2(e), you are deemed a "Disqualified Person" under these Terms.

3. THIRD-PARTY RESOURCES

VeVote may integrate with third-party services, such as blockchain platforms and analytics providers (collectively, 'Third-Party Resources'). These integrations are essential for providing certain functionalities within VeVote. Additional Third-Party Resources may be added or modified over time without prior notice. VeChain has no control over the contents, availability, or data practices of these Third-Party Resources and is not responsible for any loss or damage resulting from their use. Your use of any Third-Party Resource is entirely at your own risk and subject to the respective terms and privacy policies of those third parties.

4. OWNERSHIP

(a) Ownership. You acknowledge and agree that we (or, as applicable, our licensors) own all right, title, and interest in and to VeVote and all elements of VeVote, including without limitation all graphics, design, systems, methods, processes, architectures, structures, functions, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data (including Aggregate Data), and all other elements of VeVote (collectively, the “VeChain Materials”). The VeChain Materials are protected by copyright, trade dress, trademark, patent laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. Your use of VeVote or these Terms do not grant you ownership or any other rights with respect to the VeChain Materials or VeVote, whether expressly, by implication, estoppel, reliance or otherwise, all of which are specifically excluded and disclaimed, subject only to the terms of the Limited License granted in these Terms; and

(b) Feedback. If you transmit any communication or material to us by mail, email, telephone, or otherwise through VeVote, suggesting or recommending changes to VeVote, including without limitation new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential, except as provided by applicable law. You hereby assign to us on your behalf, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback. To the extent any personal data is included in connection with Feedback you provide, such personal data will be processed in accordance with our Privacy Policy.

5. DISCLAIMERS

(a) **DISCLAIMER OF WARRANTIES. YOUR ACCESS TO AND USE OF VEVOTE IS AT YOUR OWN RISK. VEVOTE AND THE LIMITED LICENSE ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, VECHAIN AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS (“VECHAIN PARTIES”) DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION (i) THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT, (ii) THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, (iii) THAT THE ACCESS TO OR USE OF VEVOTE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL BE COMPATIBLE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (iv) THAT VEVOTE WILL BE FREE OF HARMFUL COMPONENTS, AND (v) THAT ANY ASSOCIATED DIGITAL ASSETS WILL BE COMPLETELY SECURE OR NOT OTHERWISE LOST OR ALTERED;**

(b) **OTHER DISCLAIMERS. WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF ANY USES OF VEVOTE, INCLUDING, WITHOUT LIMITATION, FOR ANY OF THE FOLLOWING REASONS: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED FILES ASSOCIATED WITH YOUR VEVOTE DIGITAL WALLET; OR (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY**

THIRD PARTIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTE FORCING, OR OTHER MEANS OF ATTACK AGAINST VEVOTE OR THE APPLICABLE BLOCKCHAIN;

(c) DIGITAL ASSET AND BLOCKCHAIN SECURITY DISCLAIMER. VECHAIN IS NOT RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY CAUSED BY ANY EXPLOITATION, VULNERABILITY OR OTHER FORM OF FAILURE OR MALFUNCTIONING OF SOFTWARE (E.G., DECENTRALIZED APPLICATIONS, SMART CONTRACTS, ETC.), APPLICABLE BLOCKCHAINS OR ANY FEATURES BUILT INTO DIGITAL ASSETS, INCLUDING WITHOUT LIMITATION ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING NON-FUNGIBLE TOKENS, FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES THAT MAY RESULT IN LOSSES OR INJURY;

(d) DIGITAL ASSET OWNERSHIP DISCLAIMER. DIGITAL ASSETS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE APPLICABLE BLOCKCHAIN. VECHAIN CANNOT AFFECT OR OTHERWISE CONTROL THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSETS OR UNDERLYING OR ASSOCIATED CONTENT OR ITEMS; and

(e) NO CUSTODY. AS A DECENTRALIZED APPLICATION, VEVOTE DOES NOT INVOLVE VECHAIN IN THE PURCHASE, SALE, CUSTODY, OR TRADING OF DIGITAL ASSETS. USERS ARE SOLELY RESPONSIBLE FOR MANAGING THEIR DIGITAL ASSETS AND MNEMONIC PHRASES.

6. INDEMNIFICATION

(a) TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS, THE VECHAIN PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, PROCEEDINGS, DEMANDS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES REASONABLY INCURRED AND LEGAL COSTS AND EXPENSES REASONABLY INCURRED) OF ANY KIND OR NATURE RELATING TO THIRD PARTY CLAIMS ARISING OUT OF (i) YOUR USE OF VEVOTE; (ii) YOUR VIOLATION OF THE RIGHTS OF OR OBLIGATIONS TO A THIRD PARTY; (iii) ANY FEEDBACK YOU PROVIDE TO US CONCERNING VEVOTE; (iv) DIGITAL ASSETS ASSOCIATED WITH VEVOTE; (v) YOUR VIOLATION OF THESE TERMS OR ANY TERMS; OR (vi) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION; and

(b) NO INDEMNITEE OR ANY OTHER PERSON OR ENTITY SHALL BE ENTITLED TO ANY FORM OF EQUITABLE OR IMPLIED INDEMNIFICATION AT ANY TIME.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY CONTRARY PROVISION OF THESE TERMS OR FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY, AND TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU AGREE AS FOLLOWS:

(a) IN NO EVENT WILL THE VECHAIN PARTIES BE LIABLE FOR (i) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER, OR (ii) ANY DAMAGES FOR LOSS OF ANY DIGITAL ASSETS, DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS, IN ANY CASE WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR CONNECTED WITH ACCESS OR USE OF VEVOTE, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (1) ANY UNAUTHORIZED

USE OR ANY LOSS OF YOUR CREDENTIALS FOR ANY REASON; (2) PARTICIPATION IN OR THE OUTCOME OF A TRANSACTION MADE USING VEVOTE; (3) ANY OF YOUR DIGITAL ASSETS; (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT ARE FOUND IN VEVOTE (REGARDLESS OF THE SOURCE OF ORIGINATION); (5) ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; OR (6) THEFT, TAMPERING, OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, DIGITAL ASSETS, OR DATA OR CONTENT OF ANY KIND;

(b) IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ALL DAMAGES OR LIABILITIES EXCEED IN THE AGGREGATE THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (USD \$100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION; and

(c) NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE. SOME JURISDICTIONS FURTHER DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY UNDER THIS PARAGRAPH 7 SHALL NOT APPLY IF AND TO THE EXTENT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

8. CLASS ACTION WAIVER

EXCEPT WHERE PROHIBITED UNDER APPLICABLE LAW, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THE ARBITRATION AGREEMENT IN PARAGRAPH 9 BELOW MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE.

9. DISPUTE RESOLUTION

(a) Arbitration. All disputes arising out of or in connection with these Terms or the subject matter hereof (“Dispute(s)”) shall be finally settled under the Rules of Arbitration (“Rules”) of the International Chamber of Commerce (“ICC”) by one arbitrator appointed in accordance with the ICC Rules. The arbitrator must be fluent in the English language and the arbitration shall at all times be held in the English language. If the Rules permit, the arbitrator shall render a reasoned award in writing. Any arbitration arising pursuant to these Terms shall be held in Milan, Italy, and discovery shall only be admissible to the extent permitted under or not prohibited under the ICC Rules. Upon final judgment by the arbitrator of a Dispute, any award rendered shall be binding and may be entered as a judgment in any court with appropriate jurisdiction, and the parties consent to jurisdiction therein for the purpose of such enforcement. This agreement to arbitrate shall be referred to as the “Arbitration Agreement” herein;

(b) Opt-Out Right. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out within thirty (30) days after first becoming subject to this Arbitration Agreement in accordance with the notice requirements in paragraph 10 below. If you opt out of this Arbitration Agreement, all other provisions of these Terms will continue to apply to# you;

(c) Arbitration Agreement Severability. Except as provided in this paragraph 9, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect; and

(d) Attorney's Fees. The prevailing party in any Dispute shall be entitled to, and the non-prevailing party shall pay, the prevailing party's third-party attorneys' fees and other third-party costs reasonably incurred by the prevailing party in connection with the resolution of the Dispute and in connection with the enforcement of the judgment or arbitration award in favor

of the prevailing party. The non-prevailing party shall pay those fees and costs to the prevailing party upon the demand notice of the prevailing party.

10. NOTICES

Notices from one party to any other party must be in the English language and must be reasonably detailed. Notices shall be effective on the date on which the notice is delivered to the notified party's authorized email address. Until you receive notice of a different email address from us, VeChain's authorized email address for all purposes of these Terms shall be the following: support@vechain.com. VeChain may provide notices to you by contacting you via a current email address you have provided to VeChain, as well as by posting the applicable notice prominently on the VeChain website (<https://vechain.org>).

11. GOVERNING LAW AND JURISDICTION

These Terms and all matters in connection or relating to subject matter hereof (including the interpretation of these Terms) shall be governed by and construed under the laws of Italy, without giving effect to any conflict of laws rules or provisions. Subject to paragraphs 8 (Class Action Waiver) and 9 above (Dispute Resolution) of these Terms, each party shall and does consent and submit to the exclusive personal jurisdiction of the courts in Milan, Italy for any such action.

12. ASSIGNMENT AND DELEGATION

We may assign our rights and delegate our obligations under these Terms, in whole or in part, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You hereby grant your prior consent in advance to such assignment and or delegation of obligations. You shall not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this paragraph 12 is null and void. No assignment or delegation relieves either party of any of its obligations under these Terms for any period prior to such assignment or delegation.

13. FORCE MAJEURE

VeChain shall not be liable for a failure or delay in performing any of its obligations under these Terms to the extent that such failure or delay is due to causes beyond its reasonable control, including, but not limited to, the following: (i) acts of God; (ii) flood, fire, earthquake, hurricanes or other natural disasters or catastrophes; (iii) epidemics, pandemics or other viral outbreaks; (iv) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (v) government order, law, or actions; (vi) telecommunication breakdowns, power outages or shortages; and (vii) cybersecurity incidents, including but not limited to hacking, denial-of-service attacks, blockchain protocol failures, smart contract exploits, or unauthorized access to digital assets.

14. MISCELLANEOUS

(a) No Waiver of Rights. The failure by us to enforce any right or provision of these Terms shall not prevent any party from enforcing such right or provision in the future. No waiver by a party of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege;

(b) Export Laws. You agree that you will not export or re-export, directly or indirectly, VeVote, and/or other information or materials provided by VeChain hereunder, to any Excluded Jurisdiction or Disqualified Person;

(c) Severability. If any provision of these Terms is found to be unlawful or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the enforceability of any other provisions;

(d) Entire Agreement. These Terms constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter; and

(e) Interpretation. The headings of the sections and subsections contained in these Terms are included for reference purposes only, solely for the convenience of the parties, and shall not in any way be deemed to affect the meaning, interpretation or applicability of these Terms or provision hereof. When the context requires, the plural shall include the singular and the singular the plural; and any gender shall include any other gender. All references to “including” or “includes” or any variation thereof shall be deemed to include the terms “without limitation”. The words “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to these Terms as a whole. To the extent not prohibited by applicable law, these Terms shall not be construed against the party who drafted these Terms.