

Terms of Use (User Agreement)

Last Updated: 09 August, 2025

These Terms of Use (the “Agreement”) govern your access to and use of the BoBe Platform, including any related websites, dApps, smart contracts, and services provided by BoBe (collectively, the “Platform”).

By accessing, connecting your wallet to, or otherwise using the Platform, you acknowledge that you have read, understood, and agreed to be bound by this Agreement, along with our Privacy Policy. If you do not agree to these terms, you must immediately discontinue use of the Platform.

The Platform is intended for individuals who are legally permitted to use it under the laws of their country of residence. You are solely responsible for ensuring that your use of the Platform is compliant with all applicable laws, rules, and regulations.

Welcome to <https://bobe.app> (hereinafter referred to as the “Platform” or “BoBe”), including all of its subdomains, associated web pages, and any other online resources operating under the bobe.app domain. The Platform provides access to its ecosystem, features, algorithmic automated trading tools, services, and related technologies, including the BoBe utility token (hereinafter, the “Token”), the Baking mechanism, and other functional modules.

This User Agreement (hereinafter, the “Agreement”) sets forth the rights, responsibilities, and obligations of Users when interacting with the Platform and governs the terms of access to and use of all related products, services, and functionalities.

1. DEFINITIONS AND KEY TERMS

1.1. “BoBe,” “Platform”

Refers collectively to all smart contracts, decentralized applications (dApps), websites, APIs, software solutions, servers, databases, and related services operated under the BoBe brand, including but not limited to functionality for issuing, circulating, and using the BoBe Utility Token, as well as the Baking mechanism.

1.2. “User” (“you”)

Means any individual or legal entity that accesses the Platform, interacts with the BoBe Utility Token, participates in Baking, or uses any other products, services, or features, and who agrees to be bound by this Agreement.

1.3. “BoBe Utility Token” (the “Token”)

A blockchain-based digital asset (not a security, share, derivative, debt instrument, or investment contract) that grants the holder a license to use certain features, services, and functionalities developed and/or maintained by the BoBe team and/or the community.

1.4. “Baking”

A voluntary mechanism through which Users may stake (“bake”) BoBe Tokens in a smart contract and, as a side effect of algorithmic performance, receive daily distributions (for the previous day) in USDT or other supported stablecoins, in accordance with the rules defined by the Platform’s smart contracts.

1.5. “Algorithms and Services”

Includes programmatic and algorithmic solutions (including artificial intelligence modules, trading bots, data analysis tools, and related services) operated or provided through the Platform, access to which may be conditioned upon holding the BoBe Token, possessing voting rights, community membership, or meeting other participation requirements.

1.6. “Parties”

Collectively refers to the Platform (BoBe) and the User.

2. ACCEPTANCE OF TERMS AND AMENDMENTS

2.1. Acceptance of Terms

Accessing the Platform or using any of its products, services, or functionalities constitutes the User’s full and unconditional acceptance of this Agreement, as well as all additional documents, policies, notices, and guidelines published on the official BoBe website or otherwise communicated through official channels.

2.2. Right to Amend

BoBe reserves the right, at its sole discretion and at any time, to amend, update, or supplement this Agreement by publishing a revised version on the official BoBe website or within the Platform interface. Such amendments shall become effective immediately upon publication, unless otherwise stated. Continued access to or use of the Platform after the publication of any amendments constitutes the User’s acceptance of the updated terms.

2.3. Responsibility to Monitor Changes

The User is solely responsible for regularly reviewing this Agreement and any associated documents to remain informed of any updates. If the User does not agree with any amended version of the Agreement, they must immediately discontinue use of the Platform.

3. ACCESS TO THE PLATFORM AND RESTRICTIONS

3.1. Age and Legal Capacity

The User represents and warrants that:

- (a) they have reached the age of majority under the laws of their country or jurisdiction of residence;
- (b) they possess full legal capacity to enter into binding agreements; and
- (c) their access to and use of the Platform does not violate any applicable law, regulation, or legal restriction in their jurisdiction.

3.2. Jurisdictional Restrictions

BoBe may, at its sole discretion and without prior notice, partially or fully restrict access to the Platform for Users located in, or accessing the Platform from, certain countries or regions where such access is prohibited or restricted by applicable law, regulation, or regulatory guidance. The User is solely responsible for ensuring that their use of the Platform complies with the laws and regulations of their jurisdiction.

3.3. No Ban on Competition

BoBe does not prohibit Users from accessing or using similar services, algorithms, or platforms outside of BoBe. However, any unauthorized use, reproduction, distribution, or disclosure of BoBe's trade secrets, proprietary code, algorithms, or methods is strictly prohibited and may result in legal action.

3.4. Technical Requirements

To access and use the Platform effectively, the User must have a compatible cryptocurrency wallet, suitable hardware device, and stable internet connection. BoBe shall not be liable for interruptions, failures, or errors in Platform operation caused by issues related to the User's hardware, software, internet connectivity, wallet configuration, or any other factors beyond BoBe's reasonable control.

4. NATURE OF TRANSACTIONS AND SMART CONTRACTS

4.1. Decentralized Nature

BoBe operates through blockchain-based smart contracts. Most operations, including but not limited to Token transactions and participation in the Baking mechanism, are executed directly on decentralized networks ("on-chain") and are irreversible. Once confirmed by the network, such transactions cannot be altered, canceled, or reversed by BoBe, its team, or any third party.

4.2. Transaction Risks

Any activity by the User involving crypto assets carries inherent financial, technical, and security risks, including but not limited to significant price volatility, network congestion or failures, hacking incidents, phishing attacks, and loss of access credentials. The User is solely responsible for evaluating and assuming all risks before engaging in any transaction, and BoBe shall not be liable for any losses arising therefrom.

4.3. Fees and Charges

Certain transactions may require payment of blockchain network fees (“gas fees”) or service-related charges. BoBe does not control, influence, or set blockchain network fees and merely provides an interface that may display estimated fee amounts for informational purposes only. The User acknowledges that actual fees are determined by the respective blockchain network and may fluctuate depending on network conditions.

5. UTILITY NATURE OF THE BOBE TOKEN

5.1. Not a Security

The BoBe Token is a utility token and does not constitute a security, bond, derivative, equity instrument, investment contract, or any other financial instrument under the laws of any jurisdiction. It is not intended for investment purposes and shall not be offered, sold, or distributed in any jurisdiction where such activities may be unlawful.

5.2. Purposes and Functions

The BoBe Token is designed solely to provide utility within the BoBe ecosystem, including but not limited to: (a) granting access (as a license key) to specific algorithms and modules with potential rewards in USDT or other stable coins;; (b) enabling participation in the Baking mechanism; (c) allowing involvement in community activities (including, if implemented and legally permissible, potential future DAO activities and voting); and (d) granting other non-financial rights described in the BoBe documentation.

5.3. No Profit Guarantee

Holding the BoBe Token does not guarantee that the User will receive any profits, yields, or benefits. Any rewards or “value” obtained from algorithmic performance or other platform activities are incidental, may vary significantly, and can be reduced or discontinued at any time without notice.

5.4. No Buyback Obligation

The platform is under no obligation to repurchase, redeem, or otherwise acquire BoBe Tokens from Users. The platform does not guarantee or support any market for the Token. The Token’s price is determined solely by market forces, may be highly volatile, and can result in the loss of all value.

6. BAKING AND RELATED ACTIVITIES

6.1. Voluntary Participation

Participation in Baking is entirely voluntary. The User independently decides how many Tokens to Bake (stake) in the smart contract. The default lockup period for Tokens in the contract is not set but can be determined by the relevant function if necessary.

6.2. Algorithm Operations

The trading algorithms responsible for generating stablecoins (e.g., USDT) are experimental, may be modified, suspended, or discontinued at any time without prior notice. The User acknowledges that neither trading results nor any other outcomes are guaranteed, and that the Platform may limit or restrict algorithm operations due to technical, market, regulatory, or other reasons.

6.3. Risk of Loss

The cryptocurrency market is highly volatile, and the performance of algorithms may vary significantly over time, resulting in unpredictable or adverse outcomes. The User acknowledges and accepts all market, technical, and operational risks, including the potential total loss of Token value. The Platform shall not be liable for any financial losses associated with the use of Baking, the Platform, or any related services. Past performance is not indicative of future results.

6.4. Automation and Irrevocability

Staking Tokens in Baking may initiate automated, blockchain-based operations that are irreversible and cannot be canceled. The User accepts full responsibility for their actions, transaction confirmations, and the security of their confidential data (including, without limitation, private keys and seed phrases). The Platform does not store or have access to Users' private keys and cannot recover lost or compromised access credentials. All blockchain transactions are final and cannot be reversed.

7. LIMITATION OF LIABILITY

7.1. Disclaimer of Warranties (As Is)

The Platform, Tokens, smart contracts, and all functionality of BoBe are provided on an "as is" and "as available" basis without any express, implied, or statutory warranties of any kind, including but not limited to warranties of merchantability for a particular purpose, uninterrupted or error-free access, accuracy, reliability, or security. The User acknowledges that the Platform may be subject to errors, bugs, delays, and interruptions beyond the Platform's control.

7.2. No Investment Advice

No content, information, or materials published on the Platform, partner platforms, or in any communications from BoBe shall be considered financial, investment, legal, or tax advice. All such information is provided for informational purposes only. BoBe is not a registered investment advisor or broker, and Users must make independent decisions based on their own research and, where appropriate, consultation with qualified professionals.

7.3. Limitation of Liability

To the maximum extent permitted by applicable law, neither BoBe, nor its founders,

employees, contractors, partners, affiliates, service providers, or smart contract developers shall be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to loss of profits, loss of data, loss of business, reputational harm, or other intangible losses, arising out of or in connection with the use of, or inability to use, the Platform, Tokens, or related services. In no event shall the aggregate liability of BoBe exceed the total amount paid by the User (if any) to acquire the Tokens or access the services. BoBe shall not be liable for actions or omissions of third parties.

7.4. Force Majeure

BoBe shall not be liable for any failure or delay in performance, or for any unavailability of the Platform, resulting directly or indirectly from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil disturbances, labor disputes, governmental actions, changes in laws or regulations, failures or disruptions of blockchain networks, cyberattacks, hacking incidents, technical failures, utility failures, or interruptions in telecommunications or internet services.

8. PRIVACY AND PERSONAL DATA

8.1. Privacy Policy

If the collection or processing of personal data is required (e.g., for account registrations, KYC/AML procedures, or other regulatory requirements), such processing shall be conducted in accordance with the Privacy Policy published in the relevant section of the Platform. BoBe collects and processes only the minimum amount of personal data necessary for the stated purposes, in compliance with applicable data protection laws, including but not limited to GDPR, CCPA, and other relevant regulations. If no registration or KYC is performed, BoBe may not collect or store personal data.

8.2. No Control over Public Data

Transactions on public blockchain networks are inherently transparent and permanently recorded. BoBe has no control over blockchain networks and cannot alter, obscure, or delete public addresses, transaction histories, or other on-chain data. Users are solely responsible for managing their own privacy and should take appropriate measures (such as using privacy tools or separate wallets) if they wish to limit the exposure of their public blockchain activity.

9. IP RIGHTS AND CONTENT

9.1. Rights to Content

All trademarks, logos, design elements, texts, and other intellectual property related to BoBe belong to their respective owners. Users may not use them without written permission.

All trademarks, service marks, trade names, logos, design elements, texts, graphics, images, software, and other intellectual property associated with BoBe (whether registered or unregistered) are the exclusive property of BoBe or their respective owners. No User is granted any right, license, or permission to use such intellectual property without prior written

consent from BoBe or the applicable rights holder. Unauthorized use may result in legal action.

9.2. Restrictions

Users are prohibited from copying, modifying, distributing, reverse engineering, decompiling, disassembling, hacking, injecting malicious code, or otherwise attempting to access or use any part of the Platform's code or infrastructure, unless expressly permitted under an applicable open-source data provided by BoBe. Any such permitted use must strictly comply with the terms of the applicable license and all relevant laws and regulations.

10. TERMINATION OF USE

10.1. Voluntary Cessation

The User may cease using the Platform at any time, delete local data, stop participating in Baking after the token lockup period ends, and transfer or sell their Tokens (subject to liquidity availability and adherence to the smart contract terms).

The User may cease using the Platform at any time, delete any locally stored data, stop participating in Baking and transfer or sell their Tokens on the open market (subject to liquidity availability, adherence to the smart contract terms, and compliance with applicable laws). BoBe shall not be liable for any consequences of Token transfers or sales, including market fluctuations, loss of value, or failed transactions caused by blockchain limitations or third-party services.

10.2. Platform Termination of Access

BoBe reserves the right to restrict, suspend, or terminate User access to the Platform, in whole or in part, without prior notice, if:

- (a) the User violates this Agreement or applicable laws;
- (b) the User uses the Platform for illegal activities, including but not limited to money laundering, terrorism financing, fraud, or other unlawful conduct;
- (c) the User engages in any action that harms, or is reasonably likely to harm, the Platform, its operations, reputation, or other Users;
- (d) required to do so by a competent regulatory or law enforcement authority.

BoBe may, at its sole discretion, implement technical measures to enforce such restrictions.

10.3. Legal Consequences

Discontinuing the use of the Platform does not relieve the User from any liability for violations of this Agreement or applicable laws committed prior to such discontinuation. BoBe reserves the right to pursue any legal remedies, including claims for damages, in connection with such violations. The User remains responsible for any consequences arising

from their prior actions on or in connection with the Platform, even after their access has been terminated.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Armenia, without regard to its conflict of laws provisions, except where the mandatory legal provisions of the User's place of residence require otherwise.

11.2. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, that cannot be resolved through good faith negotiations within thirty (30) days, shall be submitted to the competent courts of the Republic of Armenia. The proceedings shall be conducted in Armenian or English, as applicable. Nothing in this clause shall prevent BoBe from seeking injunctive or equitable relief in any jurisdiction to protect its rights.

12. OTHER PROVISIONS

12.1. Severability

If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

12.2. No Waiver

No failure or delay by BoBe in exercising any right, power, or remedy under this Agreement shall constitute a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof.

12.3. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the use of the Platform and supersedes all prior and contemporaneous agreements, understandings, or communications, whether written or oral, relating to the same subject matter. Any amendments or modifications to this Agreement shall be made in writing and published on the official BoBe website or other official communication channels.

12.4. Contacts

For any questions, comments, or claims, Users may contact BoBe via:

Email: support@bobe.app (communications from this address shall be deemed official)

Official Website: <https://bobe.app>

13. DISCLAIMER OF INVESTMENT ADVICE

13.1. Clarity of Purpose

For the avoidance of doubt, no information presented on the BoBe Platform or in any related materials (including but not limited to the White Paper, Lite Paper, marketing content, or social media posts) constitutes financial, investment, legal, or tax advice. All such materials are provided for informational purposes only. BoBe makes no warranties or representations regarding the future value of the Token, the performance of any algorithms, or the achievement of any returns. Users are solely responsible for conducting their own due diligence and risk assessment before engaging with the Platform.

13.2. Not Registered with the U.S. Securities and Exchange Commission

BoBe is not registered with the U.S. Securities and Exchange Commission (SEC) as a national securities exchange, broker, dealer, investment advisor, or in any other capacity. BoBe is also not licensed or registered as a financial institution or service provider in any other jurisdiction. You understand and agree that BoBe does not act as a broker, does not process trading orders on your behalf, and does not facilitate the execution or settlement of transactions. All operations are conducted solely via public decentralized blockchains (e.g., Ethereum, BNB Chain) through user-initiated smart contract interactions. Consequently, BoBe cannot and does not guarantee “best market pricing” or “best execution,” as any automated routing is limited to internal liquidity pools within integrated protocols. Any references in our products to “best price” are for descriptive purposes only and do not constitute a representation, warranty, or guarantee regarding prices available through such products, pools, protocols, or elsewhere.

Thank you for your attention.

By accessing or using BoBe, you acknowledge that you have read, understood, and agreed to be bound by all terms and conditions set forth in this User Agreement. If you do not agree to any provision of this Agreement, you must immediately discontinue use of the Platform.

If you have any questions, comments, or concerns regarding this Agreement or the Platform, please contact us exclusively through our official communication channels as listed in the “Contacts” section.

Date of Last Update: August 9, 2025