# **Terms of Use & Service**

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Terms of Use and Service. If you are using an automatic language translation service to read this text, in case of doubt, only the original English text prevails.

## OVERVIEW

PLEASE READ THESE TERMS OF USE & SERVICE CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH (WITH LIMITED EXCEPTIONS) REQUIRE ANY DISPUTES BETWEEN US TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

Thank you for visiting this page.

Terms of Use & Service include the terms of use of this website, our X (formerly Twitter) account, Discord server, our Whitepaper, our Telegram Channel, our Facebook and Instagram accounts, the purchase terms of our products/services, and terms of using our staking program. Please read these terms carefully and thoroughly. You are bound by the terms of use when you visit our website and other online services that we provide. You are bound by the terms of purchase when you purchase or use any of our products or services. Scorch Team operates this website. Throughout the site, the terms "we", "us" and "our" refer to Scorch Team, also referred to as "Scorch," the brand name used for the specific services described in this website.

Scorch Team offers this website and our services, including all information, tools, and services available to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here. By visiting or using our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Use & Service," "Terms"), including those additional terms and conditions, staking program, and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including, without limitation, users who are visitors, browsers, vendors, and/or customers. Please read these Terms of Use & Service carefully before accessing or using our website or buying any of our products and services.

By accessing or using any part of the site and/or purchasing any of our Products, you agree to be bound by these Terms of Use & Service. If you do not agree to all the terms and conditions of this agreement, you may not access the website or use or purchase any of our Products and Services. You also agree to our Risks section, Restrictions and <u>Privacy Policy</u>.

Any new features or tools added to the current site shall also be subject to the Terms of Use & Service. You can review the most current version of the Terms of Use & Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Use & Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website and Service after posting any changes constitutes acceptance of those changes. Our website is hosted on Firebase / Google Cloud.

#### **SECTION 1 - ONLINE TERMS**

By agreeing to these Terms of Use & Service, you represent that you are at least the age of majority in your country of residence. You may not use our products and/or services for any illegal or unauthorized purpose, nor may you violate any laws in your jurisdiction when using the Service. The headings in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 2 - GENERAL CONDITIONS**

You must not transmit any worms or viruses or any code of a destructive nature when using our website or Services. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided without express written permission by us. You must not infringe upon or violate our intellectual property rights, upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service, collect or track the personal information of others, spam, phish, pharm, pretext, spider, crawl, or scrape, interfere with or circumvent the security features of the Service. We may restrict you from accessing our website or buying if we suspect you are using bots to access our system or if we believe you are attempting to buy from a blocked country. A breach or violation of any of the Terms may immediately terminate your access to our Services.

## SECTION 3 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information available on this site and/or in our Whitepaper is not accurate, complete, or current. The material on this site and/or in our Whitepaper is provided for general information only. It should not be relied upon or used as the sole basis for making decisions without consulting other sources of information. Any reliance on the material on this site and/or in our Whitepaper is at your own risk. We reserve the right to modify the contents of this site and in our Whitepaper at any time, but we have no obligation to update any information on our site and in our Whitepaper. You agree that it is your responsibility to monitor changes to our site and/or in our Whitepaper.

# SECTION 4 - MODIFICATIONS TO THE INFORMATION, SERVICE, AND PRICES

Information, services, and prices are subject to change without notice. We reserve the right to modify or discontinue the Service (or any part or content thereof) at any time without notice. We also reserve the right to alter the tokenomics, and alter and/or update the smart contracts and liquidity pool without prior notice at any time. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

## **SECTION 5 - PRODUCTS AND SERVICES**

Certain products or Services may be available exclusively online through the website. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations or that any errors in the Service will be corrected. We also may run a Discord server, an X (formerly Twitter) and Instagram account, and a Telegram channel for information, promotion, and/or members' discussions. Please note that we reserve the right to reject or ban any individual infringing on our rules. Purchasing our products does not confer the buyer any right of access to such Discord server, Telegram channel, Instagram and/or X (formerly Twitter) account. We may block or ban the access of anyone we see fit for any reason and without any warning or notice. We may terminate such server and/or channel and/or account at any time at our discretion and without prior notice.

The characteristics of the products and services may change according to circumstances and at our discretion, including the brand name, characters, memes, and artworks. Except for our ministerial and maintenance works, you accept that we are not explicitly or implicitly obligated to undertake managerial works, including significant changes to our service. In particular, we are not obligated to provide additional features, functionalities, or services and to promote the products/services, the brand name, or anything related to our product/service that you bought from us or third parties. We do not fully guarantee the availability of our products, as there may be technical limitations with the blockchain transactions or the wallets you use.

All sales are final and cannot be refunded. If you are an EU/EEA, you generally enjoy a 14-day cancellation and refund right for online purchases. However, given the irreversible nature of crypto transactions, when purchasing a Scorch product from us, you expressly renounce this right.

As part of our website, we provide AI-generated syndicated crypto news. Please note that the information content provided on our Explore page is generated by Artificial Intelligence (AI) and is intended for informational and educational purposes only. We cannot guarantee that the content is accurate, complete, unbiased, fair, non-discriminatory, appropriate, ethical, current, up-to-date, or free of rights, even though our systems have been designed to use trustworthy sources and verify the content. None of the information we provide constitutes financial advice, and we strongly encourage users to conduct their independent research and consult with a financial advisor before making any investment decisions. You are also reminded of the <u>RISKS</u> involved in purchasing any crypto product.

As part of our website, we provide STAKING features. Please note that we do not guarantee the staking continuity or accuracy. You stake at your own risk.

## SECTION 6 - THIRD-PARTY LINKS & SERVICES:

Certain content, products, and services available via our Service may include third-party materials and services. Third-party links on this site may direct you to third-party websites not affiliated with us. We are not responsible for examining or evaluating their content or accuracy, and we do not warrant it. We will not have any liability or responsibility for any third-party materials or websites or any other materials, products, or services of third parties. We are not liable for any harm or damages related to purchasing or using goods, services, resources, content, or other transactions connected with third-party websites. Please review the third-party's policies, practices, and terms and conditions carefully and ensure you understand them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party. Before finalizing a credit card payment, please read and agree to these third parties' terms.

#### **SECTION 7 - PERSONAL INFORMATION**

Our <u>Privacy Policy</u> governs your submission of personal information through the store. Please visit the Privacy section of our website. By agreeing to these Terms, you also agree to our Privacy Policy.

## SECTION 8 - ERRORS, INACCURACIES, AND OMISSIONS

Occasionally, information on our site or in the Service may contain typographical errors, inaccuracies, or omissions relating to product and/or service descriptions, pricing, promotions, offers, or availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel any information in the Service or on any related website that is inaccurate at any time without prior notice. We undertake no obligation to update, amend, or clarify information in the Service or any related website, including pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or related website has been modified or updated.

## **SECTION 9 - RESTRICTIONS**

Access to our services and products is restricted in certain countries and conditions. Please read the restriction section accordingly.

## **SECTION 10 - DISCLAIMER:**

#### Waiver of liability:

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, shareholders, suppliers, service providers, or licensees be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service or from us, or for any other claim related in any way to your use of the Service or any product, including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some countries, states, or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## Service continuity:

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time, we may remove the Service for indefinite periods or cancel the Service without you having been given notice. The Scorch website may be subject to disruptions that are out of our control.

#### Information provided:

The information provided in the Scorch whitepaper, on the Scorch website, and other information or advertising media we use is intended for general informational purposes only and does not constitute investment advice or financial advice. While we have made every effort to ensure that the information is up-to-date, complete, and accurate, we make no representation or warranty of any kind, express or implied, regarding the completeness, accuracy, reliability, suitability, or availability of the whitepaper and/or website, or the information, products, services, or related graphics contained within for any purpose. Any reliance on such information is strictly at your own risk. The website, marketing materials, and any documents produced by the Scorch team taken by itself are not a contract or a contractual agreement of any kind, nor is it an invitation, solicitation, or offer to buy the token with any expectation of financial profit.

Purchasing Scorch involves risks and may lead to losing the entire amount spent on your Scorch purchase. By accessing our website or other informative material about us, you acknowledge that purchasing and holding Scorch coins involves risk and may lead to losing all or a substantial part of the sum purchased. Therefore, before deciding to purchase Scorch coins, you must diligently and thoroughly assess and consider the risks listed in the RISKS section and other risks not included or anticipated in this document. You should consult with your advisors concerning the legal and tax implications in your country of origin and any other matters related to how the Scorch platform is designed and operated. Any user of Scorch represents and warrants that such user has received appropriate technical, administrative, regulatory, and legal advice before and after accessing and/or reading the Scorch whitepaper or the Scorch website and/or using any portion or element of Scorch, including the token.

## Not a security or share:

Scorch is strictly a parody token in all jurisdictions. It cannot be considered a security, financial instrument, financial service, or otherwise regulated token. The use of the Scorch platform and its associated services do not represent or confer any ownership rights, shares, securities, voting rights, governance rights, debentures, dividends rights, interests, equivalent rights, intellectual property rights, or any other form of participation relating to the issuer. The Scorch coin and the use, holding, and trading of the Scorch coin do not carry ownership rights, shares, securities, voting rights, governance rights, debentures, dividends rights, interests rights, shares, securities, voting rights, governance rights, debentures, dividends rights, interests rights, shares, securities, voting rights, governance rights, debentures, dividends rights, interests rights, equivalent rights, intellectual property rights, or any other form of participation relating to the issuer.

## Prices and costs on the Scorch website:

Actual prices and fees paid during a transaction when pressing the Buy button may differ slightly from those displayed on our website. Scorch's pricing is fixed when the user clicks the purchase button. If the transaction is not completed or executed on the blockchain within 24 hours of submission, the transaction will be reverted, you will lose your gas, and the purchase will not go through on the blockchain. To avoid this, please ensure that your Scorch purchase goes through within 24 hours.

The exchange rate of Scorch on our website and other currencies may fluctuate. The price of Scorch is only fixed when the buyer submits the purchase transaction, which must be approved within 24 hours to go through.

The secondary market sale is frozen until after the pre-sale ends. During the presale, Scorch token holders cannot sell, trade, or transfer their Scorch tokens until after the pre-sale has ended.

After the pre-sale, Scorch becomes transferable, and Scorch tokens can be freely sold, traded, or transferred.

Once the pre-sale ends, the price of Scorch on a third-party platform(s) will be fixed by the market and may fluctuate independently.

Wallets blacklisting: If we suspect a wallet of being used for fraudulent purposes, money laundering, or illegal activities or subject to government or court order, or advice from legal counsel, we may temporarily or permanently blacklist specific wallets.

## **SECTION 11 – INDEMNIFICATION**

You agree to indemnify, defend and hold harmless us and our parent Scorch Team, subsidiaries, affiliates, partners, officers, directors, shareholders, agents, contractors, licensees, service providers, subcontractors, suppliers, interns, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use & Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

## **SECTION 12 – SEVERABILITY**

If any provision of these Terms of Use & Service is deemed unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law. The unenforceable portion shall be deemed to be severed from these Terms of Use & Service; such determination shall not affect the validity and enforceability of any other remaining provisions.

# **SECTION 13: FORCE MAJEURE**

We shall not be liable for failure to supply the service, product, staking reward, or any part thereof, because of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasigovernmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, an act of a public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the released parties' control.

## **SECTION 14 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Use & Service shall not constitute a waiver of such right or provision. These Terms of Use & Service and any policies or operating rules posted by us on this site or in respect to The Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use & Service). Any ambiguities in interpreting these Terms of Service shall not be construed against the drafting party.

### **SECTION 15 - GOVERNING LAW & DISPUTES**

These Terms of Use & Service and any separate agreements whereby we provide you Services shall be governed by and construed following the local laws.

#### Waiver:

The parties (you and us) waive their rights to go to court and have a trial before a judge or a jury. In addition, all claims must be arbitrated or litigated individually and not on a class basis, and claims of more than one customer cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

## **Claims settlement:**

In case of any dispute, all parties should try to resolve their differences in connection with the Terms of Use & Service or any product or service we provided through informal discussion and negotiation or arbitration, as described below. You waive your constitutional, statutory, and otherwise rights to go to court and have a trial before a judge or jury. In addition, all claims must be arbitrated or litigated individually and not on a class basis, and claims of more than one customer cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user. All claims and disputes that cannot be settled informally or through the local law shall be resolved by binding arbitration, as described below. This arbitration agreement applies to you and us, our directors, officers, employees, affiliates, agents, contractors, interns, shareholders, suppliers, service providers, licensees, successors, or assigns. Before seeking arbitration, the party must send a Notice of Dispute describing the nature and basis of the claim or dispute and the requested relief. A Notice of Dispute to Scorch Team should be sent by email to us at support@scorchtoken.com. If the claim is unresolved within 30 days, either party may begin an arbitration proceeding. Any dispute, controversy, difference, or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach, or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the local law. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. The decisions of the local law shall be binding on each party and final, and all aspects of the arbitration proceeding, including but not limited to the award of the arbitrator, shall be strictly confidential. In any case, any claim against us shall not exceed the amount that you paid us for the services and products.

Small claims tribunal: Notwithstanding the previous, either you or we may bring an individual action in the small claims tribunal of local law. (Provided the amount claimed is below the Small Claim tribunal threshold).

# SECTION 16 - CHANGES TO TERMS OF USE & SERVICE

This page allows you to review the most current version of the Terms of Use & Service at any time. At our sole discretion, we reserve the right to update, change, or replace any part of these Terms of Use Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Use & Service constitutes acceptance of those changes.

## **SECTION 17 - CONTACT INFORMATION**

Questions about the Terms of Use & Service should be sent to us at

support@scorchtoken.com

Last update 4th July 2025

# Restrictions

You may not purchase nor use our Products and Services if you are a resident, citizen, or entity of the United Kingdom, or the People's Republic of China (PRC).

You may not purchase nor use any of our Products or Services if you are a citizen, resident or entity of the following countries/territories under international sanctions or deemed as high risk and uncooperative under FATF: Afghanistan, Belarus, Cuba, Iran, Democratic People's Republic of Korea (North Korea), Republic of Sudan (Sudan), Republic of South Sudan (South Sudan), Syria, Venezuela, the Russian Federation (Russia), Crimea Region of Ukraine, Myanmar.

You may not purchase nor use any of our Products or Services if you are a person or entity under international sanctions, such as under the US Treasury list or the EU person sanctions list.

You may not purchase any of our Products or Services if you are a resident or citizen of a country where products such as Scorch may be prohibited by law.

You may not attempt to access our services or buy our products using a VPN.

You may not attempt to access our services or buy our products using a device, system, or browser that tries to obfuscate your IP address.

# Risks

Purchasing Scorch or any other cryptocurrency or token involves risks and may lead to the loss of your entire purchase. Below is a non-exhaustive list of some of the risk factors that we consider significant in relation to the Scorch token's purchase, trading, and/or use. These risk considerations should be considered alongside all other information in the whitepaper. Prospective buyers are recommended to consult with their professional advisers, including their financial, accounting, legal, tax, or technical advisers or experts, before purchasing or using Scorch tokens or any part of the Scorch platform.

## No expectation of financial profit:

We do not represent that our products may constitute a valuable purchase or that their value may increase with time once the pre-sale ends. Please do not buy any of our products/services with any expectation of profit. When purchasing our products, you accept and confirm that you do not expect profit. The products you buy from us are not investment contracts, and we disclaim any claim associated with any speculation you or other users may engage in connection with these products.

## Taxation:

You are solely responsible if any taxes apply to your crypto items and transactions. We are not responsible for determining the taxes that may apply to you. We are not responsible for paying the taxes that may apply to you.

### Coins storage:

We do not store or send your crypto items. Any transfer of crypto items occurs within the supporting blockchain. Buyers are solely responsible for the storage and safety of their tokens.

## Scorch wallet

Scorch provides an interface for a non-custodial crypto wallet. We have implemented rigorous security measures to safeguard the assets stored within our wallet. This includes employing state-of-the-art encryption techniques and conducting comprehensive third-party security audits to ensure the integrity and security of our wallet technology. However, users should be aware that Scorch's wallet technology involves fundamentally new and evolving technologies that may present inherent risks. While we strive to maintain the highest standards of security, no technology can guarantee complete protection against all potential security breaches or failures. By using the Scorch wallet, users acknowledge and accept the risk that their assets may be exposed to potential security vulnerabilities despite our best efforts. Furthermore, users should be aware that the loss of assets can occur due to factors beyond the control of Scorch's security measures, including but not limited to, technical flaws, hacking attempts, and the potential exploitation of undiscovered vulnerabilities within the blockchain infrastructure. We encourage all users to exercise caution and responsibility when managing their digital assets. This includes staying informed about the latest security practices and considering the use of additional safety measures to protect their account and assets. Scorch disclaims any responsibility for the loss of assets due to the use of our wallet and cannot be held liable for any such losses that result from unforeseen security breaches or technical failures. Users should consider their risk tolerance and the experimental nature of blockchain technology when deciding to store assets within the Scorch wallet. Risk of not listing or low/no liquidity:

Exchanges may be subject to unclear governmental control, and the Scorch makes no representations or warranties about listing or exchange service providers. Users, including the buyer, may be subject to fraud and failure in connection with those exchanges. There is no guarantee that an active secondary market for Scorch tokens will develop or continue to develop.

## Risk of uninsured losses:

Unlike bank accounts or accounts with government-backed financial organizations, Scorch tokens are not covered unless the buyer buys private insurance, particularly for that purpose. There is no public insurer for the loss of Scorch tokens.

## Risk of price fluctuation:

The value of the Scorch Token can be volatile, which poses a challenge for even experienced cryptocurrency traders to model and predict its future market behavior. Additionally, the value of native cryptocurrencies associated with the networks where Scorch token is used can also fluctuate, directly or indirectly affecting the token's value in the market. It is essential for the buyer to fully understand the risks associated with the fluctuation of cryptocurrency prices and that external market forces usually drive these significant price changes beyond the control of the Scorch. The buyer should acknowledge that the value of their Scorch Token may decrease and/or increase, and they may potentially lose some or all of the amount spent. In particular, several factors may affect the prices of crypto items, including (but not limited to) buyers' interest, market fluctuation, technological changes, and the regulatory environment.

## Only purchase what you can afford to lose.

## Internet risks:

There are risks associated with using an Internet-based currency, including but not limited to the risk of hardware, software, and Internet connections, malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions, or delays that you may experience when using our services or products, however caused, when utilizing

# **Regulatory risks:**

The regulatory regime governing tokens and cryptocurrencies is uncertain, and new regulations or policies may adversely affect our services and products.

## **Technological risks:**

Other risks are associated with purchasing crypto items, including but not limited to purchasing mislabelled assets, assets vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become non-transferable. Assets that you are buying may become inaccessible on our website. The SKALE network, on which Scorch is deployed, may be temporarily or permanently unavailable.

# Fraud risks:

You are also aware of fraud risks when buying crypto items, and you need to exercise great caution when accessing our links and websites. In particular, we are not responsible for any losses you may suffer resulting from your responding to third parties impersonating us or our

websites or parties offering copies of our products/services. In particular, we are not responsible for any third party contacting you directly and for any losses you may suffer from answering such solicitation. We are also not responsible if you mistakenly buy from a website or a party that fraudulently impersonates us, our websites, or our services.

### Loss of wallet private keys:

The risk of losing access to Scorch Tokens due to the loss of private key(s), a custodial error, or a participation error is as follows.

A wallet is required to acquire, store, and dispose of Jet Scorch has implemented rigorous security measures to safeguard the assets stored within our wallet. This includes employing state-of-the-art encryption techniques and conducting comprehensive third-party security audits to ensure the integrity and security of our wallet technology.

Scorch provides you with a non-custodial token wallet, which you operate from your telephone or computer. The seedphrase and credentials are stored on your device and are your sole responsibility.

The buyer acknowledges that he takes acceptable security measures to protect the wallet and wallet credentials. As a result, if the requisite private key(s) associated with the wallet holding Scorch tokens are lost or compromised, the Scorch tokens and any other cryptocurrencies and/or tokens held in that wallet will also be lost. Additionally, any third party that has access to such private key(s), including through the buyer's wallet's login credentials, may be able to misappropriate the buyer's Scorch Tokens. Any errors or malfunctions caused by or relating to the wallet used by the buyer to receive and hold Scorch tokens, including the buyer's failure to properly maintain or use such a wallet or caused by the buyer's choice of third-party provider for the wallet, may also result in the loss of Scorch tokens.

Once Scorch becomes tradable, you may transfer your tokens to another wallet if you prefer.

Note that we may, at our entire discretion, or if requested by the legal authorities, burn any of your Scorch tokens if we believe that you have acquired control over them illegitimately.

## Staking:

Staking, based on proof of attendance, is provided on our website. Please note that you remain in full control of your tokens when staking. Please also note that we do not guarantee the performance or continuity of staking.

## Other risks:

Under no circumstances shall the inability to view or access your assets serve as grounds for a claim against us. Please note that we reserve the right to amend our offers, as described on this website, on our Discord server, on our Telegram channel, on our X (formerly Twitter) account, in our Whitepaper, and/or in other places where we may advertise our products. The buyer acknowledges and accepts the inherent risks connected with Scorch tokens, including, but not limited to, risks associated with money laundering, fraud, exploitation for criminal purposes, and any other unanticipated dangers.

If any risks described in the terms are unacceptable to the buyer or if the buyer cannot comprehend them, the buyer should refrain from acquiring, holding, or using Scorch Tokens or any part of the Scorch platform.

By buying tokens in the Scorch presale, you are agreeing to these terms and conditions and agree to waive your rights to pursue any recourse, claim, action, judgment, or remedy against Scorch, Scorch's parent Scorch, agents, employees, contractors, interns, and parent Scorch shareholders and directors for any damage suffered, including total loss of the money you spent purchasing Scorch tokens.

Furthermore, we strongly urge you not to buy any Scorch Coin if you have any doubts or uncertainties about the content of the Scorch whitepaper or Scorch website or if you are not prepared to accept the risk of losing the money you spend on Scorch Tokens. It is crucial to assess your purchasing decisions carefully and seek professional advice before buying tokens in the Scorch presale.