

BRAVE SOFTWARE INTERNATIONAL SEZC
CONTRIBUTOR TERMS OF SERVICE

Last Updated: January 5, 2018

These Brave Contributor Terms of Service (“**Terms**”) apply to your access to and use of Services (as defined in Section 1 below) provided by Brave Software International SEZC, a Cayman Islands company (“**Company**” or “**we**”). **By accessing or using our Services, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 14, do not access or use our Services.**

If you have any questions about these Terms, please contact us at contributors@basicattentiontoken.org.

You and Company agree as follows:

1. Overview and Scope

Company has released a decentralized, open-source platform for advertising and other attention-based applications and services (the “**Platform**”). Applications and services on the Platform may be obtained using Basic Attention Tokens (“**BAT**”), which were sold by Company in a public token sale in May 2017.

Among other envisioned applications and services, Company is integrating the Platform with the Brave browser developed and maintained by Company’s affiliate Brave Software, Inc. (“**Brave U.S.**”) to facilitate optional contributions from Brave browser users to publishers. Brave browser users may opt in to Company’s service for making these optional contributions (“**Brave Contributors**”) to publishers that are registered with Company (“**Brave Publishers**”).

The facilitation of contributions from Brave Contributors to Publishers, integration of the Platform with the Brave browser, and related support and development services (including with respect to the Platform) are collectively referred to as the “**Services**,” which replace the proof-of-concept, bitcoin-based micropayments system offered by Brave U.S. (“**Brave Payments**”). Your use of the Brave browser when accessing the Services is subject to separate terms with Brave U.S., available at <https://brave.com/terms-of-use/>.

2. Eligibility

In order to access and use our Services, you must (a) be at least 18 years of age, (b) comply with all the terms and conditions set forth in these Terms, (c) opt in to the Services as described in Section 3 below.

You may not access or use our Services if (a) you have previously been suspended from using our Services, (b) under the applicable law of the jurisdiction(s) in which you reside or conduct business, you are prohibited from using the Services or do not have the requisite licenses or other governmental authorizations to use the Services, (c) you are located in a country that is subject to

a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (d) you are listed on any U.S. government list of prohibited or restricted parties, or (e) your use of the Services breaches any other agreement to which you are a party.

If you are accessing or using our Services on behalf of another person or entity: references to “you” in these Terms collectively refer to you and that person or entity, and you represent that you are authorized to accept these Terms on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

3. Opt-In and Opt-Out Steps; User Wallet

To become a Brave Contributor, you must access the Brave browser’s preferences menu, select the menu item allowing you to opt in to the Services, and review and accept these Terms with Company.

A BAT user wallet will be created for you in the Brave browser (“*User Wallet*”) through a third party wallet provider, Uphold, Inc. (“*Uphold*”). You agree to comply with Uphold’s Terms and Conditions, available at <https://uphold.com/en/legal/membership-agreement>, in connection with your use of the User Wallet. Company has no responsibility or liability with respect to any disputes or any relations whatsoever between you and Uphold.

Company will not have control of your User Wallet, and the private key to your User Wallet will be stored locally in your Brave browser. Accordingly, you are strongly advised to take the following precautions, as failure to do so may result in loss of access to your User Wallet: (a) maintain the security of your User Wallet by protecting your access to your computer and your User Wallet, (b) promptly notify us if you discover or otherwise suspect any security breaches related to your User Wallet, and (c) use the private key backup functionality provided by the Brave browser and safeguard your backup private key file as you would safeguard your most important personal information. Company has no responsibility or liability with respect to your use of your User Wallet, or your inability to use or access funds in your User Wallet, regardless of cause.

To make contributions as a Brave Contributor, you must select an amount of funds to contribute during each of your contribution periods. Contribution periods are assigned on an individual, staggered basis for each Brave Contributor and are expected to be approximately one month in duration. You must also sufficiently fund your User Wallet in order for your selected contribution amount to be made. Funds in your User Wallet will be denominated in BAT, and can be used only for the purpose of making contributions as part of the Services. More information about funding your User Wallet is available at <https://brave.com/faq-payments/#brave-payments>.

If you choose to add funds to your User Wallet using your debit or credit card, the transaction will be processed by our third-party payment services provider. You agree to comply with the payment service provider’s terms and conditions in connection with your debit or credit card transactions. Company has no responsibility or liability with respect to any disputes or any relations whatsoever between you and the payment service provider.

To opt out of being a Brave Contributor, you must access the Brave browser's preferences menu and select the menu item allowing you to opt out of the Services.

4. Contributions

Subject to these Terms, contributions to Brave Publishers will be handled as follows:

- The Brave browser will calculate each Brave Contributor's relative usage of Publisher URLs (as defined in the [Brave Publisher Terms of Service](#)) accessed in the Brave Contributor's previous contribution period, according to generally-applicable usage metrics determined by Company.
- For each Brave Contributor, the Brave browser will assign a certain number of votes, proportional to the Brave Contributor's contribution, on a statistically weighted basis to the Publisher URLs that the Brave Contributor accessed during the previous contribution period. Although the assignment of each vote is statistically weighted, the greater a Publisher URL's relative usage by each Brave Contributor, the greater chance the Publisher URL will have of receiving any given vote. So, if a Brave Contributor's relative usage of Publisher URLs A, B, and C during a given contribution period were 20%, 30% and 50% respectively, the statistical likelihood that any given vote will be assigned to Publisher URL A, B or C would be 20%, 30% and 50% respectively.
- The Company server will collect the voting data from Brave Contributors' browsers on a rolling basis and tabulate vote totals approximately every 30 days ("**Calculation Period**"). The Company server will, for each Publisher URL receiving votes during the Calculation Period, calculate a use percentage by dividing the votes such Publisher URL received by the total number of votes received. For each Brave Publisher, the Company server will calculate a contribution by multiplying such use percentage by the total amount of contributions from Brave Contributors sent to an Uphold omnibus wallet that period (the "**Publisher Contribution**"). Consistent with our mission to protect user privacy, we have incorporated anonymizing technology into the Services that is designed and intended to prevent us, Brave Publishers, or other third parties from identifying Publisher URL activity, vote totals or contributions to a particular Brave Contributor.
- For each Publisher URL receiving votes during a Calculation Period that is not a Brave Publisher by the end of that Calculation Period, the BAT corresponding to its votes will not be distributed at the end of that Calculation Period, and will instead be held in an Uphold omnibus wallet for no less than ninety (90) days thereafter. At that time, the undistributed BAT may be sent to Company's user growth pool, which is a pool of BAT that Company administers to incentivize use of the Platform (as described more fully in Exhibit B of the BAT Terms of Sale, available at <https://basicattentiontoken.org/terms-and-conditions/>). But if the Publisher URL receiving votes becomes a registered Brave Publisher before the corresponding BAT is sent to the user growth pool, that Publisher URL will receive such BAT as Publisher Contributions in the first Calculation Period following its registration.

Publisher Contributions will be calculated solely based on our accounting. Solely as a cost-recovery measure, we may allocate a certain amount of BAT contributed by Brave Contributors each Calculation Period toward our reasonable expenses incurred in facilitating Publisher Contributions.

5. Taxes

You are responsible for determining what, if any, taxes apply to your use of the Services, and for withholding, collecting, reporting and remitting the correct taxes, if any, to the appropriate tax authorities. Company is not responsible for withholding, collecting, reporting, or remitting any tax arising from your use of the Services.

6. Brave Publishers

Company is not a party to and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any Brave Publisher. Company has no control over and has no responsibility or liability with respect to Brave Publisher content. Company does not have any obligation to investigate or verify the reputation, conduct, morality or criminal background of any Brave Publisher.

While the Brave browser may denote URLs that belong to Brave Publishers, such denotation indicates only that the Brave Publisher is registered with Brave and eligible to receive Publisher Contributions, and not that Company has verified or endorses the Brave Publisher.

7. Privacy

The information you provide to Brave U.S. via the Brave browser when accessing the Services is subject to the Brave Browser Privacy Policy, available at <https://brave.com/privacy/>.

The Brave browser sends information related to Publisher URL activity, vote totals, and contributions to the Company server for our provision and support of the Services, but as noted above, consistent with our mission to protect user privacy, we have incorporated anonymizing technology into the Services that is designed and intended to prevent us, Brave Publishers, or other third parties from identifying such information to particular Brave Contributors.

Although the Company server necessarily receives IP addresses from the network in connection with our Services, we discard such IP addresses. We also receive User Wallet addresses and related information from Uphold in connection with our Services, but we delete components of that information that are identifiable to Brave Contributors and use the remaining information only to facilitate contributions as part of the Services.

8. Prohibited Conduct

While using or accessing our Services, you will not:

- Violate any applicable law, contract, intellectual property or other third-party right or commit a tort;

- Engage in, encourage or promote any activity that violates these Terms;
- Attempt to circumvent any content-filtering techniques we employ;
- Develop or use any third-party scripts or applications designed to scrape or extract data from the Services;
- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from utilizing the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- Use the Services for benchmarking purposes or for the purpose of developing a competitive product; or
- Manipulate, or attempt to manipulate, the Services in any way.

You may also only display content in the course of using or accessing the Services that you have all necessary rights to display, and you may not display any such content that:

- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Is, in our sole judgment, objectionable or that may expose the Services or others to any harm or liability of any type.

9. Acknowledgment of Risks Related to Platform and BAT

As noted above, the integration of the Platform with the Brave browser is an integral part of the Services. You acknowledge and agree that there are risks associated with accessing and using the Platform and holding BAT, as disclosed and explained in **Exhibit C** of the BAT Terms of Sale, available at <https://basicattentiontoken.org/terms-and-conditions/>. If you have any questions regarding these risks, please contact us at contributors@basicattentiontoken.org. BY USING THE SERVICES AND THE PLATFORM AND HOLDING BAT, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

10. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “*Company Parties*”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (a) your access or use of the Services, including any contributions you make as part of the Services, (b) your responsibilities or obligations under these Terms, (c) your violation of these Terms, or (d) your violation of any rights of any other person or entity.

Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 10. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

11. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US: (A) THE SERVICES ARE MADE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND; (B) WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (C) WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED; AND (D) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

12. Limitation of Liability

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE,

PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS EXCEED THE TOTAL AMOUNT OF BAT YOU CONTRIBUTE AS PART OF THE SERVICES.

(B) THE LIMITATIONS SET FORTH IN SECTION 12(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

(C) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

13. Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and other Brave Contributors, Brave Publishers, Uphold or the acts or omissions of third parties. **You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

14. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES. IF YOU ARE LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- a) ***Binding Arbitration.*** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “***Disputes***”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- b) ***No Class Arbitrations, Class Actions or Representative Actions.*** Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action

or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

- c) **Federal Arbitration Act.** The enforceability of this Section 14 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “*FAA*”), to the maximum extent permitted by applicable law.
- d) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at contributors@basicattentiontoken.org. Notice to you shall be by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14(a), file a claim in court.
- e) Any arbitration will occur in San Francisco County, California. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“*JAMS*”), which are hereby incorporated by reference. The state and federal courts located in San Francisco County, California will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
- f) **Authority of Arbitrator.** As limited by the *FAA*, these Terms and the applicable *JAMS* rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- g) **Rules of *JAMS*.** The rules of *JAMS* and additional information about *JAMS* are available on the [JAMS website](#). By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of *JAMS*, or (ii) waive your opportunity to read the rules of *JAMS* and any claim that the rules of *JAMS* are unfair or should not apply for any reason.

- h) ***Severability of Dispute Resolution; Arbitration.*** If any term, clause or provision of this Section 14 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 14 will remain valid and enforceable. Further, the waivers set forth in Section 14(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

15. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the Cayman Islands, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts of the Cayman Islands.

16. Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to the Brave browser and update the “Last Updated” date above. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to or use of the Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using the Services.

17. Termination and Suspension

We reserve the right, without notice and in our sole discretion, to terminate or suspend your right to access or use the Services with immediate effect. We are not responsible for any loss or harm related to your inability to access or use the Services.

18. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

19. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your access to or use of the Services, and supersede any prior agreements with Company or its affiliates, express or implied, relating to Brave Payments. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. You may not assign your rights and obligations under these Terms without our express written consent. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Your access to or use of the Services does not create any form of partnership, joint venture or any

other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, may be provided in electronic form.

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