

biq Terms of Service

Effective Date: May 18, 2025

1. Introduction

Welcome to **biq**, an app and protocol that enables users to verify their real-world presence (“in real life” or **IRL**) using Bluetooth Low Energy (BLE) technology and contribute to a decentralized physical infrastructure network (“**DePIN**”). These Terms of Service (“**Terms**”) govern your access to and use of the biq mobile application, website, and related services (collectively, the “**Service**”). By downloading, accessing, or using biq, you **agree to be bound by these Terms**. If you do not agree with any part of these Terms, **do not use the Service**.

These Terms form a legally binding agreement between you (referred to as “**you**” or the “**User**”) and biq (referred to as “**biq**”, “**we**”, “**us**”, or “**our**”). **You may not use biq if you are under 13 years of age**, as the Service is not intended for children under 13. Use of the Service is also subject to our **Privacy Policy** (see below), which is incorporated into these Terms by reference. Please read these Terms and the Privacy Policy carefully.

2. User Eligibility and Account Creation

Eligibility: You must be at least 13 years old to use biq. By creating an account or using the Service, you represent that you are **13 years of age or older**. If you are between 13 and the age of legal majority in your jurisdiction (for example, 18 in many countries), you affirm that you have the consent of your parent or legal guardian to use biq. The Service is not intended for and may not be used by children under 13. biq will not knowingly collect personal information from children under 13; if we discover such data, we will delete it (see Privacy Policy for details).

Account Creation: To access certain features of biq, you will need to create an account. You agree to provide accurate, current, and complete information during registration, including a valid email address and a name or nickname. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. **You agree not to share your account** with others or use someone else’s account without permission. If you become aware of any unauthorized access or breach of security related to your account, you must notify us immediately.

Account Usage: You agree to use your account solely for your personal use of the Service. You may not create multiple accounts for the same individual, impersonate any person or entity, or falsely represent your identity. biq reserves the right to refuse registration, or cancel accounts, that violate these Terms (for example, accounts using false information or attempting to impersonate someone else).

3. Acceptable Use of the Service and Prohibited Behavior

By using biq, you agree to use the Service only for its intended purposes and in compliance with these Terms and all applicable laws and regulations. **You must not misuse the Service.** In particular, you **agree that you will NOT** engage in any of the following prohibited behaviors:

- **Illegal Activities:** Using biq for any unlawful purpose or in furtherance of illegal activities. You agree not to violate any laws, regulations, or court orders while using the Service.
- **Misrepresentation and Fraud:** Falsifying your real-world presence or location, or attempting to circumvent the BLE verification process. This includes any attempt to **cheat, spoof, or deceive** the Service's location verification or badge/point system.
- **Unauthorized Access:** Accessing or using biq in any unauthorized manner. For example, you will not use any automated system, script, or bot to access the Service, scrape data, or otherwise interfere with normal use. You also will not attempt to probe, scan, or test the vulnerability of any biq system or breach any security or authentication measures.
- **Interference and Disruption:** Interfering with or disrupting the normal operation of the Service, the DePIN network, or the experience of other users. This includes not transmitting any worms, viruses, or harmful code, and not undertaking any activity that imposes an unreasonable or disproportionately large load on our infrastructure.
- **Harassment or Violation of Rights:** Using biq to stalk, harass, or harm another individual, or to collect or store personal data about other users in violation of applicable privacy laws. (Note: biq does not offer messaging or social networking features, but this applies to any interaction you may have through the Service.)
- **Reverse Engineering and Abuse:** Copying, modifying, distributing, selling, or leasing any part of our software or Service; or attempting to **reverse engineer** or extract the source code of the software, except to the extent that such activity is expressly permitted by law. You will not develop any third-party applications or services that interact with biq or its content without our prior written consent.
- **Unauthorized Commercial Use:** You will not use the Service for any commercial purpose not expressly approved by biq. This means you cannot resell, redistribute, or derive commercial gain from the Service or any data or features of the Service (including digital badges or points) without permission.

By following these rules, you help us maintain a reliable and secure Service. **User Safety:** You are solely responsible for your conduct and your surroundings when using biq. If you choose to

verify your presence at real-world locations, you agree to do so safely and lawfully. **Do not endanger yourself or others** in attempting to earn badges or points. Always obey public rules and regulations (such as access rules to a location) and do not trespass or violate any third-party rights while using biq. We are not responsible for any injuries, accidents, or legal consequences that may result from unsafe or unlawful behavior on your part (see Limitation of Liability below).

4. Digital Badges and In-App Points

biq may reward you with **digital badges** and **in-app points** based on your verified IRL activity (for example, for being present at certain locations or events as confirmed via Bluetooth verification). These badges and points are a form of **virtual reward** and recognition within the biq platform.

No Monetary Value: You acknowledge and agree that **badges and points have no monetary value**. They are **not cash or equivalents**, and **cannot be redeemed for any currency or real-world item**. Badges and points are intended solely for **personal, entertainment, or reputation purposes** within the Service (such as showcasing your achievements or level of participation).

Non-Transferable: Badges and points are tied to your biq account and are generally **non-transferable**. You may not sell, trade, gift, or otherwise transfer badges or points to any other user or any third party. Any attempt to purchase, sell, or exchange these virtual items outside the Service is a violation of these Terms and could result in account termination.

Administration of Rewards: biq reserves the right to manage, modify, or discontinue the badge and point system at its discretion. This includes the ability to add, remove, change, or **revoke** badges or points (for example, if a mistake occurred, or if there is evidence of fraud or misuse). We may also set expiration dates for certain points or create specific conditions for earning or retaining badges. While we strive to keep your earned badges/points available to you, **there is no guarantee of perpetual availability**, and biq assumes no liability for the loss or alteration of any virtual rewards.

Remember that badges and points are **not consumer products** and are provided as part of the Service experience. They are not intended to create any property interest; rather, they are conditional, licensed elements of your use of biq, subject to these Terms.

5. Intellectual Property Rights

All content, features, and materials provided through biq, including but not limited to software, code, logos, trademarks, text, graphics, images, and the overall design and interface of the app (collectively, "**biq Content**"), are owned by or licensed to **biq** and are protected by intellectual property laws (such as copyright, trademark, and patent laws). biq retains **all rights, title, and**

interest in and to the Service and biq Content, except for any rights expressly granted to you in these Terms.

Limited License to You: Subject to your compliance with these Terms, biq grants you a personal, worldwide, royalty-free, non-exclusive, non-transferable, and revocable access to **use the Service and biq Content** solely for lawful use of biq as intended (your personal, non-commercial purposes). This access is provided exclusively for you to engage with biq in the manner permitted by these Terms. You **do not** acquire any ownership interest or rights in biq or any biq Content by using the Service or by downloading material from it.

Restrictions: You may **not** copy, reproduce, distribute, publicly perform, or create derivative works from any part of the Service or biq Content, unless we have given you express written permission to do so. You also may not remove, obscure, or alter any copyright, trademark, or other proprietary rights notices in any biq Content.

Feedback: If you choose to provide feedback, suggestions, or ideas to biq (for example, suggestions for new features or improvements), you agree that we are free to use and implement such feedback without any restriction or compensation to you. You grant biq a perpetual, irrevocable, worldwide, sublicensable license to use and incorporate any feedback you provide for any purpose.

6. Termination and Suspension of Service

By You: You may stop using the Service at any time. You also have the option to delete your biq account if you wish to terminate your use. (Please consult the app or contact support for account deletion procedures. Account deletion may be irreversible, and as noted in our Privacy Policy, it will result in the removal of your personal data and forfeiture of any accumulated badges or points.)

By biq: We reserve the right to **suspend or terminate** your access to the Service (in whole or in part) at our discretion, **at any time and without liability**, if we believe you have violated these Terms, violated any law in connection with your use of biq, or engaged in behavior that we deem harmful to the Service, other users, or the DePIN network. We may also suspend or terminate the Service (or portions of it) for all users if necessary (for example, to address security or legal issues, or if we choose to discontinue the Service).

In the event of termination (by you or by us), the following will apply:

- **End of Rights:** Your right to access and use the Service will immediately cease. The access granted to you to use biq (see Intellectual Property Rights) will terminate. You must delete or uninstall any copies of our app or software in your possession.
- **Loss of Data and Virtual Items:** Upon termination, you may lose access to data you have stored on the Service, as well as any **badges, points, or other virtual items** associated with your account. biq is not obligated to provide you with a backup or export

of this information, so please ensure you have saved any personal data or records you need separately.

- **No Liability:** biq shall not be liable to you or any third party for any termination of your access to the Service or for the deletion of your content or account data, provided such termination is in accordance with these Terms.
- **Surviving Provisions:** Any provisions of these Terms which by their nature should survive termination (such as intellectual property rights, disclaimers, limitation of liability, dispute resolution, and others) **will survive** the termination of your access to the Service.

If your account is terminated for violating these Terms, you may not re-register or access the Service without our prior written permission. biq reserves the right to take appropriate legal action if necessary to prevent unauthorized access by terminated users.

7. Disclaimer of Warranties

Use At Your Own Risk: biq is provided “as is” and “as available”. Your use of the Service is at your own risk. To the maximum extent permitted by applicable law, biq **disclaims all warranties and conditions**, whether express, implied, or statutory, about the Service and its content. This includes, but is not limited to, any **implied warranties of merchantability, fitness for a particular purpose, title, non-infringement**, and any warranties that may arise from course of dealing or usage of trade. We do not guarantee that the Service will meet your requirements or expectations, achieve any intended results, or be available on an uninterrupted, secure, or error-free basis.

No Guarantee of Accuracy or Availability: biq makes no warranty that the information or results obtained through the Service (such as confirmation of presence or awarded badges/points) will be **accurate, reliable, or timely**. Verification of real-world presence via BLE technology can be affected by factors outside our control (such as signal strength, device settings, or environmental conditions), and we **do not warrant** that every attempt to verify presence will be successful or precise. We also do not warrant that any location-based features will be available in every area or at all times.

Technical and Security Disclaimer: We do not guarantee that the Service will be free of viruses, malware, or other harmful components, though we employ measures to secure the Service. Any material downloaded or otherwise obtained through biq is done at your own discretion and risk, and you are responsible for any damage to your mobile device or loss of data that results from the download or use of any material through the Service.

Third-Party Components: biq may rely on or interoperate with **third-party services, devices, or a decentralized network** of independent participants (for example, Bluetooth beacons or nodes in the DePIN network that are not owned by biq). We make no representations or

warranties regarding the performance or availability of any third-party elements. biq is **not responsible for any acts or omissions** of third parties, nor for any damage, loss, or injury arising from your interaction with such third-party devices or services. You acknowledge that the decentralized nature of the network means some aspects of the Service are outside of biq's direct control.

No Other Warranties: Except as expressly provided in these Terms, no advice or information (whether oral or written) obtained from biq or through the Service shall create any warranty. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above disclaimers may not apply to you. In such cases, any warranties required by law are limited to the shortest period and broadest scope permitted by law.

8. Limitation of Liability

To the fullest extent permitted by law, **biq and its affiliates, and each of their respective officers, directors, employees, and agents, shall not be liable for any indirect, incidental, special, consequential, or punitive damages** whatsoever. This includes, without limitation, damages for lost profits or revenues, lost savings, loss of data, loss of goodwill, service interruption, computer or device damage, or any other intangible losses arising out of or related to (a) your use of or inability to use the Service; (b) your interactions with the decentralized network or any third-party devices/services used with biq; or (c) unauthorized access to or alterations of your transmissions or data, even if biq has been advised of the possibility of such damages.

Cap on Liability: In no event will biq's total cumulative liability for all claims arising out of or relating to these Terms or the Service **exceed the amount (if any) that you paid to biq for the Service in the twelve (12) months preceding the claim**, or **USD \$100**, whichever is greater. If you have not made any payments to biq (as is typical, since the app may be free), biq's total liability to you for any claim will be capped at \$100. This limitation applies **to the maximum extent permitted by applicable law**, regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise).

Application of Limitations: The limitations outlined in this section apply even if a remedy fails of its essential purpose. Because some jurisdictions do not allow the exclusion or limitation of certain damages, the above limitations may not apply to you in full. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

Assumption of Risk: You acknowledge that **verifying your real-world presence** (as encouraged by the Service) may involve inherent risks, including but not limited to traveling to or being present at various locations. You **assume all risks** related to your participation in any location-based activities through biq. biq is **not liable for any personal injury, property damage, or other harm** that may occur while you use the Service or participate in activities to earn badges/points. Always use caution and common sense in real-world interactions.

9. Governing Law and Dispute Resolution

Governing Law: These Terms of Service and any disputes or claims arising out of or in connection with them shall be governed by and construed in accordance with the laws of the **European Union**. If you are a **consumer residing in an EU Member State**, you will continue to benefit from **any mandatory provisions of your local laws** that provide greater protection, in accordance with Article 6(2) of the Rome I Regulation.

If you are a **non-EU resident**, these Terms will be governed by the laws of the **European Union to the fullest extent permitted by the mandatory laws of your country of residence**. In all cases, nothing in these Terms shall affect any rights you may have under **mandatory consumer protection laws** in your local jurisdiction.

Informal Dispute Resolution: Before initiating legal proceedings, we encourage you to **contact biq first** to attempt to resolve any concern informally. Most disputes can be quickly resolved this way. Please email us at **connect@biq.me** and include a brief description of the issue and your contact details. We will work with you in good faith to resolve the dispute promptly.

Equitable Relief: Notwithstanding the above, either party may seek **urgent injunctive or equitable relief** in any competent court when necessary to prevent imminent harm, such as unauthorized access to the Service, intellectual property infringement, or data misuse. This does not affect your right to seek other remedies or legal recourse in accordance with applicable law.

10. Changes to These Terms

biq may modify or update these Terms from time to time. When we make changes, we will update the “Effective Date” at the top of the Terms. In the event of material changes, we may also provide you with additional notice (such as by sending a notice to the email address associated with your account or by prominent notice within the app). **It is your responsibility to review these Terms periodically** for any changes.

If you **continue to use the Service after these Terms have been updated**, you are indicating that you accept and agree to the revisions. If you do not agree to a revised version of the Terms, you must stop using biq and, if applicable, delete your account. Any prior version of the Terms will be superseded by the updated version.

11. Contact Information

If you have any questions, concerns, or feedback about these Terms or the Service, please contact us at **connect@biq.me**. We will do our best to respond to your inquiry promptly.