

Fogo Token Claim

Last Updated: January 12, 2026

These Fogo Token Claim Terms and Conditions (“**Claim Terms**”) govern your participation in and receipt of Fogo Tokens (“**Tokens**”) through the Claim (as defined below) organized by Fogo1 Foundation (the “**Foundation**”, “**we**”, or “**us**”).

Please read these Claim Terms carefully, as they include important information about your legal rights. By participating in the Claim or claiming Tokens, you (“**Participant**”) are agreeing to these Claim Terms. If you do not understand or agree to these Claim Terms, please do not participate in the Claim.

These Claim Terms are supplemental to, and incorporate by reference, the Fogo Terms of Use, available at <https://api.fogo.io/terms-of-use.pdf> (the “**Terms**”). Together, the Terms and these Claim Terms form the “**Agreement**.” Capitalized terms used but not defined in these Claim Terms have the meanings given in the Terms. If there is any conflict between the Terms and these Claim Terms, these Claim Terms will control solely with respect to the Claim. The Fogo Privacy Policy (available at <https://api.fogo.io/privacy-policy.pdf>) is also incorporated by reference.

By participating in the Claim in any way, you represent and warrant to and for the benefit of the Foundation and its affiliates, officers, directors, employees, and third-party service providers (“**Fogo Parties**”) (i) that you have read, understand, and agree to be bound by this Agreement; and (ii) that you are eligible to participate in the Claim and receive Tokens.

YOU ARE SOLELY RESPONSIBLE FOR MAKING YOUR OWN DECISIONS WITH RESPECT TO YOUR PARTICIPATION IN THE CLAIM. BY PARTICIPATING IN THE CLAIM, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ASSUME ALL RISK WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN THESE CLAIM TERMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME ALL RISKS ASSOCIATED WITH THE CLAIM AND ANY TOKENS. WITHOUT LIMITING THE LIMITATIONS OF LIABILITY AND DISCLAIMERS IN THE TERMS, THE FOGO PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THE CLAIM OR ANY TOKENS, EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

1 CLAIM.

- 1.1 “**Claim**” means each and every program through which we shall make the Tokens available to certain users. The Claim is subject to the Allocation Information (defined below) and any rules, requirements, instructions, and procedures applicable to the Claim, as set forth in these Claim Terms and any Claim announcement from us, the Claim site, and/or otherwise provided or made available by the Foundation from time to time (collectively, the “**Claim Rules**”). Each Participant must comply with the Claim Rules in order to participate in, and complete, the Claim. The Claim shall be conducted during a specified period, as determined by the Foundation in its sole discretion and announced on the Claim site or elsewhere in the Foundation’s discretion (the “**Claim Period**”).
- 1.2 Claim mechanics may require users to enable software (including a cryptoasset wallet), execute certain blockchain-based transactions, agree to the Terms, and agree to these Claim Terms. You are solely responsible for the security of your wallet, private keys, seed phrase, and any other credentials.

The Foundation does not custody Tokens or wallet credentials and cannot recover Tokens or credentials.

- 1.3 We may modify, suspend, delay, or cancel the Claim (including any Claim Rules, Claim Period, eligibility requirements, or Token amounts) at any time in our sole discretion, including for compliance, security, or operational reasons. If you do not successfully complete the Claim within the Claim Period (or any earlier deadline we specify), you will be deemed to have declined the Claim and will have no right to receive any Tokens.
- 1.4 You are not eligible to participate in the Claim if you are a Prohibited Person (as defined below).

2 PARTICIPANT REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

By participating in any Claim, you represent and warrant that:

- 2.1 You have full legal capacity and authority to bind yourself and agree to the Claim Terms. If you are acting as an employee or agent of a legal entity, and enter into the Claim Terms on behalf of that entity, you represent and warrant that you have all necessary rights and authorizations to do so on behalf of such entity and to bind such entity to this Agreement.
- 2.2 All information you provide during the Claim process is true, accurate, and complete.
- 2.3 You are not located in, resident in, or ordinarily resident in any Prohibited Jurisdiction, and you are not acting on behalf of any person or entity in a Prohibited Jurisdiction.
- 2.4 Your participation in the Claim does not violate any applicable laws, including without limitation applicable economic and trade sanctions and export control laws and regulations, such as those administered and enforced by the EU, OFSI, OFAC, the U.S. Department of State, the U.S. Department of Commerce, the UN Security Council, and other relevant authorities.
- 2.5 You control (directly or through an authorized custodian) the wallet address you use to access the Claim, and you will not sell, assign, delegate, transfer, or otherwise dispose of control of such wallet address (or any claim rights associated with it) in order to circumvent any restrictions applicable to the Claim or the Tokens, or to facilitate distribution to any Prohibited Person or person in a Prohibited Jurisdiction.
- 2.6 You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain technologies, cryptocurrencies and other digital assets, storage mechanisms (such as wallets), and blockchain-based software systems to be able to assess and evaluate the risks and benefits of participating in the Claim. You acknowledge and agree that there are risks associated with purchasing and holding cryptocurrency and using blockchain technology. These include, but are not limited to, risk of losing access to cryptocurrency due to slashing, loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one

or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks.

3 GENERAL AGREEMENT AND ACKNOWLEDGEMENT

You acknowledge and agree that:

- 3.1 Your participation in the Claim is at your own risk. You acknowledge and agree that you have carefully reviewed, read, and understood the terms set forth in the Agreement.
- 3.2 You are solely responsible for your compliance with applicable laws in connection with your participation in the Claim and/or use of the Tokens.
- 3.3 You are solely responsible for all taxes that may be due in connection with your participation in the Claim, and the Foundation has no liability in connection with the same. Tax treatment of Tokens received via Claim may vary in your jurisdiction. You should consult with a tax advisor with respect to the Tokens.
- 3.4 The Foundation may, in its sole discretion, require that you provide additional information and documentation, and may use third-party service providers to verify information, perform sanctions and compliance screening, and otherwise assess eligibility and risk (including risks relating to money laundering, terrorist financing, sanctions, fraud, or other illicit activity). You agree to provide complete and accurate information promptly upon request, and you acknowledge that the Foundation may deny, delay, suspend, or revoke eligibility based on incomplete, inaccurate, or unverifiable information, or based on the results of any screening.
- 3.5 The Foundation, in its sole discretion, shall determine your eligibility to receive Tokens or participate in the Claim.
- 3.6 Any public statements regarding the Claim are informational only and do not create any binding obligation to distribute Tokens to you.
- 3.7 Nothing in these Claim Terms or otherwise made available by any Fogo Party constitutes, or is intended to constitute, (a) investment, legal, tax, or accounting advice, (b) a recommendation, endorsement, or solicitation to acquire, purchase, sell, or hold any Tokens or any other asset, or (c) an offer to sell, or the solicitation of an offer to buy, any security, derivative, or other regulated product in any jurisdiction.
- 3.8 These Claim Terms do not constitute a prospectus, offering memorandum, or other disclosure document under any applicable laws. No governmental authority has reviewed, approved, endorsed, or disapproved the Claim, the Tokens, or any related materials, and no such authority has passed

upon the accuracy or completeness of any information made available in connection with the foregoing.

- 3.9 Your participation in the Claim and claim of Tokens does not require or involve any form of purchase, payment, or tangible consideration from or to us, nor otherwise require or involve any acceptance of value by us from you.
- 3.10 You are responsible for your own gas or blockchain transaction fees in connection with the Claim and any use of the Tokens.
- 3.11 You are not entitled to receive any Tokens and/or to participate in the Claim. Any information made available by the Foundation regarding the Claim, including any eligibility criteria, estimated allocation, points, tiers, scoring, multipliers, methodology, snapshots, or other allocation inputs (collectively, “**Allocation Information**”), may be incomplete, preliminary, or subject to change, and may not result in you receiving any particular amount of Tokens (or any Tokens at all); (b) the Foundation may determine, interpret, modify, apply, or discontinue the Allocation Information and the Claim (including any eligibility criteria and allocation methodology) at any time in its sole discretion, including to address errors, suspected fraud, gaming, abuse, or technical issues; and (c) the Foundation’s determination of eligibility and the amount of Tokens (if any) deliverable to you in connection with the Claim, and any decision to deny, reduce, or revoke an allocation, shall be final and binding, and you waive any claim against the Foundation and the other Fogo Parties arising out of or relating to any such determination.
- 3.12 The Foundation may correct errors, omissions, or inaccuracies in the Claim or Allocation Information at any time (including after any Tokens are delivered) and may take other actions the Foundation reasonably determines necessary to address any such error, suspected fraud, gaming, abuse, or technical issue.
- 3.13 The Foundation does not review, control, monitor, or confirm the accuracy of information, documentation, commentary, calculators, metrics, and/or points systems published or otherwise made available by any third party (“**Third-Party Publications**”). You acknowledge and agree that you have not engaged, and will not engage, in any activities designed to obtain Tokens, including on the basis of, or in reliance on, Third-Party Publications.
- 3.14 You acknowledge that Tokens may have no market, may be illiquid, and may be subject to extreme volatility. We do not guarantee that Tokens will be transferable, listed, tradable, or supported by any exchange or marketplace, now or in the future.
- 3.15 The regulatory treatment of Tokens, and activities relating to Tokens, is uncertain and may change. The Tokens may be subject to restrictions, reporting, withholding, or other requirements in one or more jurisdictions. You are solely responsible for determining whether your participation in the Claim and your receipt, holding, use, or transfer of any Tokens is lawful in your jurisdiction and for complying with all applicable laws and regulations.
- 3.16 These Claim Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and

eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

- 3.17 Blockchain transactions are irreversible and that the Foundation is not responsible for any loss arising from wallet incompatibility, user error, wrong-address transfers, compromised credentials, validator or network failures, chain congestion, or smart contract vulnerabilities.

4 DISCLAIMER

THE CLAIM, THE CLAIM SITE, AND ANY RELATED SMART CONTRACTS, CODE, CONTENT, AND TOKENS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOGO PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE CLAIM OR THE TOKEN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT ANY TOKENS WILL HAVE VALUE, UTILITY, OR AVAILABILITY ON ANY MARKET.

5 INDEMNIFICATION AND RELEASE

Without limiting any terms in the Terms, you agree that to the maximum extent permitted by applicable law, you shall defend, indemnify, and hold the Foundation and the Fogo Parties harmless from and against any and all claims, actions, proceedings, investigations, demands, suits, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs, and fines or penalties imposed by any regulatory authority) incurred by Fogo Parties arising out of or in connection with: (a) your use of, or conduct in connection with, the Claim; (b) the Tokens; (c) your breach or our enforcement of these Claim Terms; (d) your violation of any applicable law, regulation, or rights of any third party, or (e) any dispute, claim, or tax obligation arising from your control, custody, transfer, or disposition of Tokens or your wallet credentials. Your obligations under this indemnification provision will continue even after the expiration or earlier termination of this Agreement. To the maximum extent permitted by applicable law, you release the Fogo Parties from any and all claims arising out of or relating to your participation in the Claim or your receipt or use of any Tokens, except to the extent resulting from the gross negligence, fraud, or willful misconduct of a Fogo Party (to the extent such limitation is permitted under applicable law).

6 DISPUTES

The dispute resolution provisions in the Terms (including any arbitration agreement, class action waiver, jury trial waiver, and venue provisions) apply to any dispute arising out of or relating to the Claim or the Tokens.

7 SEVERABILITY

If any term, clause, or provision of these Claim Terms is held to be illegal, invalid, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from the Claim Terms without affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in the Claim Terms, which will otherwise remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to affect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from the Claim Terms, but the rest of the Claim Terms will remain in full force and effect.

8 CERTAIN DEFINITIONS

- 8.1 A “**Prohibited Person**” means any natural or legal person who (a) is the subject of, or is owned or controlled by a person or entity that is the subject of, any sanctions or restrictive measures administered or enforced by any governmental authority, including being designated on any list of prohibited or restricted parties maintained by the United Nations, the United States (including OFAC), the United Kingdom (including H.M. Treasury/OFSI), the European Union, Cayman Islands, and any other applicable governmental authority; (b) is located in, resident in, or ordinarily resident in any Prohibited Jurisdiction; or (c) is acting on behalf of, or for the benefit of, any person or entity described in (a) or (b).
- 8.2 “**Prohibited Jurisdiction**” means (i) Canada, the United Kingdom, and the United States (including their territories and possessions), and (ii) any jurisdiction or region that is subject to comprehensive sanctions administered by OFAC or H.M. Treasury/OFSI (including, as of the date of these Claim Terms, Cuba, Iran, North Korea, and the Crimea, Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine). We may update the list of Prohibited Jurisdictions at any time in our sole discretion.

9 CONTACT

If you have any questions about these Claim Terms or otherwise need to contact us for any reason, you can reach us at: notifications@fogofoundation.org.