

Terms of Use Agreement

Last Updated Date: [11/06/2024]

Please read this Terms of Use Agreement (the “**Terms of Use**”) carefully. This website and any related websites or subdomains that link to these Terms of Use and are operated by GPRP, Inc. (“**Company**”), its affiliates or agents (collectively, the “**Website**”), as well as any application for web or mobile made available by us and through which these Terms of Use are linked (“**App**”) and the information on the Website and the App are owned and controlled by Company. The Terms of Use governs the use of the Website and applies to all Users visiting the Website or using the services enabled through the Website in any way, including using any Software (defined below) licensed by Company to interact with the Protocol (defined below), downloading an App, or using any of the services enabled thereby (each including the Website, the App, or the Software, a “**Service**” and, collectively, the “**Services**”). For the avoidance of doubt, the Protocol is not a Service.

BY USING ANY SERVICES, CONNECTING A DIGITAL WALLET (DEFINED BELOW) TO THE WEBSITE, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE IN YOUR JURISDICTION TO FORM A BINDING CONTRACT WITH COMPANY, (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY (WHETHER OR NOT SUCH ENTITY IS REGISTERED OR INCORPORATED UNDER THE LAWS OF ANY JURISDICTION) YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE; AND (4) YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES COMPLIES WITH THE LAWS OF YOUR JURISDICTION. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

COMPANY IS NOT AN EXCHANGE, TRUST COMPANY, LICENSED BROKER, DEALER, BROKER-DEALER, INVESTMENT ADVISOR, INVESTMENT MANAGER, OR ADVISER. NEITHER COMPANY NOR OUR SERVICES GIVE, OFFER, OR RENDER INVESTMENT, TAX, OR LEGAL ADVICE. COMPANY PROVIDES SOFTWARE THAT ALLOWS YOU TO MANAGE YOUR SELF-CUSTODIED SOFTWARE-BASED DIGITAL WALLETS AND OTHERWISE WRITE TRANSACTIONS THAT MAY BE EXECUTED ON THIRD-PARTY BLOCKCHAINS AND OTHER THIRD-PARTY SERVICES (DEFINED BELOW). BEFORE MAKING FINANCIAL OR INVESTMENT DECISIONS, WE RECOMMEND THAT YOU CONTACT AN INVESTMENT ADVISOR, OR TAX OR LEGAL PROFESSIONAL.

The Service provides an Interface (defined below) that allows users of our Website (“**Users**”) to interact with and manage their interactions with certain open-source software enabling cross-chain staking and restaking (the “**Protocol**”). The Protocol is a system of software-based smart contracts, which such system enables Users to stake and restake digital assets and cryptocurrencies (“**Digital Assets**”) across one or more third-party blockchains and generate rewards (“**Staking Rewards**”) in connection therewith, and receive nonfungible tokens denominating and exchangeable for such staked Digital Assets (“**Tokens**”) from the Protocol. For the avoidance of doubt, the Protocol is not part of the Website and is not a Service made available by Company under this Agreement. Company has no obligation to monitor or control any use of the Protocol by you or any third party and/or any use of the Protocol that does not take place on or through the Website. Company makes no representations or warranties about the functionality of the Protocol. Any use of the Protocol is undertaken at your own risk, and Company is not and shall not be liable to you or to any third party for any loss or damage arising from or connected

to your or any third party's use of the Protocol. Notwithstanding anything to the contrary set forth herein, the terms of Sections 9 through 11 of this Agreement apply, mutatis mutandis, to any claims arising out of your use of or inability to use the Protocol. THE PROTOCOL IS MADE AVAILABLE ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND YOU CREATE, ACCESS, AND/OR INTERACT WITH THE PROTOCOL AT YOUR OWN RISK. For more information about the Protocol, please view the documentation available at [docs.symbiotic.fi].

SECTION 15 CONTAINS PROVISIONS THAT GOVERN HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 15 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 15 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 15 CAREFULLY.

UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS IN ACCORDANCE WITH SECTION 15: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

Your use of, and participation in, certain Services may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the "**Agreement.**"

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Company will make a new copy of the Terms of Use available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the "Last Updated" date at the top of the Terms of Use. Any changes to the Agreement will be effective immediately for new users of the Website and/or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Users. Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Website, and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. DESCRIPTION OF THE SERVICES. The Services include the Interface and Services enabled thereby, as further defined and described below. There are important risks and limitations associated with the use of the Services as described below and elsewhere in these Terms of Use. Please read them carefully.

1.1 The Interface. Company's Services include access to its "**Interface,**" which is a proprietary online user interface enabled through the Website, and supported documentation made available therewith, that allows Users to connect a third-party digital wallet ("**Digital Wallet**") and use that Digital Wallet to access, interact with, and transact on the Protocol. Users may be able to use the Interface to visualize

any Digital Assets (“**User Assets**”) that are associated with the connected Digital Wallet and its use of the Protocol (which may include, without limitation, any Tokens in or associated with such Digital Wallet) and write transactions to be executed by the Digital Wallet on the Protocol or other third-party distributed ledgers compatible with the Services (each, a “**Supported Blockchain**”) in accordance with the technological and contractual parameters of each such Supported Blockchain (the applicable “**Blockchain Rules**”). User Asset visualizations may include graphs, projections, and other information about your User Assets (collectively, “**User Asset Information**”).

1.2 Company Software. Your use of any software and associated documentation that is made available via the Service, including without limitation any developer tools that enable you to interact with the Protocol (collectively, “**Software**”) is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the Website page(s) accompanying the Software. These license terms may be posted with the Software downloads or at the Website page where the Software can be accessed. Unless you agree to the terms of such license agreement, you shall not use, download, or install any Software that is accompanied by or includes a license agreement. At no time will Company provide you with any tangible copy of our Software. Company delivers access to the Software via electronic transfer or download and does not use or deliver any tangible media in connection with the (i) delivery, installation, updating, or problem resolution of any Software (including any new releases); or (ii) delivery, correction or updating of documentation. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between this Agreement and the license agreement, the license agreement takes precedence in relation to that Software (except as provided in the following sentence). If the Software is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Software for any commercial or production purposes. If you and Company have not entered into a separate license agreement with respect to your use of the Software or if no license agreement accompanies use of the Software, use of the Software will be governed by this Agreement and, subject to your compliance with this Agreement, Company grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Software for the sole purpose of enabling you to use the Service in the manner permitted by this Agreement. Some Software may be offered under an OSS License (defined below). There may be provisions in the OSS License that expressly override this Agreement.

1.3 Open Source Software. You acknowledge and agree that the Service may use, incorporate, or link to certain software made available under an “open-source” or “free” license (“**OSS**” or “**OSS License**”, as applicable), and that your use of the Service is subject to, and you agree to comply with, any applicable OSS Licenses. Each item of OSS is licensed under the terms of the end-user license that accompanies such OSS. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the OSS.

1.4 Connecting a Digital Wallet. In order to access and use certain Services, you may need to connect a Digital Wallet to the Interface. When you connect a Digital Wallet, you represent and warrant that you own or have the authority to connect such Digital Wallet.

1.5 Your User Assets. When you use the Services in connection with any User Assets, including without limitation by staking User Assets in or redeeming User Assets to a Digital Wallet, you represent and warrant that (a) you own or have the authority to connect to the applicable Digital Wallet; (b) you

own or have the authority to deploy such User Assets; (c) all User Assets you deploy, transfer, deposit, stake, or otherwise make available in connection with our Services have been earned, received, or otherwise acquired by you in compliance with all applicable laws; and (d) no User Assets that you deploy, transfer, deposit, stake or otherwise make available in connection with the Services have been “tumbled” or otherwise undergone any process designed to hide, mask, or obscure the origin or ownership of such User Assets.

1.6 Tokens. When you use the Services to stake User Assets on the Protocol, Tokens will be sent to the Digital Wallet that deployed such User Assets. Tokens are redeemable through the Protocol (as accessed through the Interface or otherwise) for the then-current value of the applicable staked User Assets, as described in more detail on the Website and as may be subject to change from time to time. As used in this Agreement, once received by your Digital Wallet, Tokens constitute your User Assets, and all disclaimers applicable to User Assets set forth herein apply with full force and effect to such Tokens.

1.7 Staking and Unstaking User Assets. When you stake User Assets using the Services, such User Assets may be batched with the Digital Assets of other Users prior to being staked. When such User Assets are batched and staked, and/or when you unstake and withdraw any User Assets that have been staked by redeeming your Token through the Interface, there may be a delay between the initiation of the applicable transaction by you and the completion of such transaction. While Company endeavors to honor all staking and withdrawal requests as promptly as is reasonably possible, the exact timing and allocation of any such batching and of the deployment and withdrawal of your User Assets shall be determined in accordance with the Blockchain Rules and Company’s then-current policies and procedures, as set forth on the Website. You acknowledge and agree that Company shall have no liability to you or any third party with respect to any losses arising from the timing of any deployment or withdrawal of User Assets, including without limitation any delay in staking or unstaking such User Assets.

1.8 Staking Rewards. Any Staking Rewards that you receive in connection with your use of the Services to deploy your User Assets to the Protocol is provided by the Protocol or other applicable Supported Blockchain(s), and is not a payment from Company to you. Any Staking Rewards you receive or do not receive is at the sole discretion of such Supported Blockchain(s) in accordance with the applicable Blockchain Rules, and Company shall have no obligation to you to facilitate any Staking Rewards payment and no liability to you in connection with any Staking Rewards or your failure to receive the same. Company does not guarantee any Staking Rewards or other rewards on or in connection with your User Assets as deployed on the Protocol.

1.9 Points Program. Subject to your ongoing compliance with this Agreement and any Points Program Terms (defined below) made available by Company from time to time, Company may enable you to participate in a limited program that rewards Users interacting with the Interface and Protocol, including without limitation for staking User Assets through the Protocol (the “**Points Program**”) by allocating such Users with Digital Assets that bear no cash or monetary value and are made available by Company (“**Points**”, as further described below). Your participation in the Points Program constitutes your acceptance of this Section at the time of such participation (the “**Points Program Terms**”), as may be modified or updated by Company in its sole discretion. Additional terms applicable to the Points Program, which shall constitute part of the Points Program Terms, may be set forth on the Interface from time to time.

(a) Eligibility. To be eligible to participate in the Points Program you must accept the terms of this Agreement, connect a Digital Wallet to the Interface, and accept the Points Program Terms.

(b) Points. Points will be allocated in accordance with the then-current Points Program Terms and any applicable Supplemental Terms. Company does not guarantee that you will receive or be eligible to receive any minimum amount of Points by participating in the Points Program. Points have no monetary value and cannot be redeemed for cash or any other currency. Accumulating Points does not entitle you to any vested rights, and Company does not guarantee in any way the continued availability of Points. POINTS HAVE NO CASH VALUE. POINTS ARE MADE AVAILABLE “AS IS” AND WITHOUT WARRANTY OF ANY KIND.

(c) Taxes. In the event that any applicable authority determines that your receipt of Points is a taxable event, you agree that you, and not Company, are solely liable for payment of such taxes, and you agree to indemnify Company in connection with same.

(d) Disclaimers. Points are provided solely as an optional enhancement to Users to incentivize participation in our community. Points do not constitute compensation or any other form of consideration for services. You agree that Points may be cancelled or revoked by Company at any time, including if you breach this Agreement; misuse or abuse the Points Program; or commit or participate in any fraudulent activity related to the Points Program. COMPANY RESERVES THE RIGHT TO MODIFY OR TERMINATE THE POINTS PROGRAM AT ANY TIME, FOR ANY OR FOR NO REASON, WITH OR WITHOUT NOTICE TO YOU. In the event of any termination, all Points will expire immediately as of the effective date of termination.

1.10 Supported Blockchains. The Protocol enables the staking and restaking of User Assets, and accrual of rewards in connection therewith, as deployed and processed across Supported Blockchains in accordance with the applicable Blockchain Rules. For the avoidance of doubt, Company does not own or control your Digital Wallet or any Supported Blockchain (including the Protocol). All use of any Digital Wallet and/or any Supported Blockchain is at your own risk.

1.11 Compatibility Risk. The Services may not be compatible with all forms of cryptocurrency, blockchains, and/or types of transactions, and certain of your User Assets may not be compatible with the Services. Whether or not a User Asset is then-currently compatible with the Services may change at any time, in Company’s sole discretion, with or without notice to you.

1.12 Taxes. You are solely responsible (and Company has no responsibility) for determining what, if any, taxes apply to any transactions involving your User Assets.

2. ELIGIBILITY; USER REPRESENTATIONS AND WARRANTIES.

2.1 Eligibility. You represent and warrant that:

(a) You are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; (iii) not a person barred from using Services under the laws of the United States, Cayman Islands, your place of residence, or any other applicable jurisdiction; and (iv) not located in, nor a current resident of, the United States. If you are acting on behalf of a DAO or other entity, whether or not such entity is formally incorporated under the laws of your jurisdiction, you represent and warrant that you have all right and authority necessary to act on behalf of such entity;

(b) None of: (i) you; (ii) any affiliate of any entity on behalf of which you are entering into this Agreement; (iii) any other person having a beneficial interest in any entity on behalf of which you are entering into this Agreement (or in any affiliate thereof); or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity, or individual named on an United States OFAC list as provided at <http://www.treas.gov/ofac>, or any person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. There is no legal proceeding pending that relates to your activities relating to buying, selling, staking, or otherwise using cryptocurrency or any other token- or Digital Asset- trading or blockchain technology related activities;

(c) You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies or token-trading activities, and no investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to cryptocurrency.

2.2 Digital Wallets. In connection with certain features of the Services you will need to send cryptocurrency assets to or from a Digital Wallet. You represent that you are entitled to use such Digital Wallet. Please note that if a Digital Wallet or associated Service becomes unavailable then you should not attempt to use such Digital Wallet in connection with the Services, and we disclaim all liability in connection with the foregoing, including without limitation any inability to access any User Assets you have sent to such Digital Wallet. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR DIGITAL WALLET IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND COMPANY DISCLAIMS ANY LIABILITY FOR INFORMATION THAT MAY BE PROVIDED TO IT OR USER ASSETS THAT MAY BE DEPLOYED TO THE PROTOCOL BY OR THROUGH SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE SETTINGS THAT YOU HAVE SET IN SUCH DIGITAL WALLETS.

2.3 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services as applicable. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

3. YOUR ASSUMPTION OF RISK.

3.1 Risk of Financial Loss. WHEN YOU USE THE SERVICES, YOU UNDERSTAND AND ACKNOWLEDGE THAT COMPANY IS NOT A FINANCIAL OR INVESTMENT ADVISOR AND THAT THE SERVICES ENTAIL A RISK OF LOSS AND MAY NOT MEET YOUR NEEDS. The Services provided by Company rely on Supported Blockchains and the applicable Blockchain Rules, which may not be reliable, consistent, or dependent in all scenarios. Company may not be able to foresee or anticipate technical or other difficulties which may result in data loss or other service interruptions. Company encourages you to periodically confirm the valuation of your User Assets and the accuracy of any User Asset Information through independent sources. Company does not and cannot make any guarantee that your User Assets will not lose value. The prices of cryptocurrency assets can be extremely volatile. Company makes no warranties as to the markets in which your User Assets are staked, transferred, purchased, or traded.

3.2 Cybersecurity Risks. You understand that like any other software, the Interface, the Software, and the Services could be at risk of third-party malware, hacks, or cybersecurity breaches. You agree that it is your responsibility to monitor your User Assets regularly and confirm their proper use and deployment consistent with your intentions.

3.3 Expertise and Experience. You represent and warrant that you (i) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Digital Wallet, and any Supported Blockchains to which your User Assets may be deployed and staked in connection with the Services; (ii) have the knowledge, experience, understanding, professional advice, and information to make your own evaluation of the merits, risks, and applicable compliance requirements under applicable laws of any use of your Digital Wallet and any Supported Blockchains to which your User Assets may be deployed in connection with the Services; (iii) know, understand, and accept the risks associated with your Digital Wallet and any Supported Blockchains to which your User Assets may be deployed in connection with the Services; and (iv) accept the risks associated with blockchain technology generally, and are responsible for conducting your own independent analysis of the risks specific to your use of the Services. You further agree that Company will have no responsibility or liability for such risks.

3.4 General Risks of Blockchain Technology. In order to be successfully completed, any transaction involving your User Assets initiated by or sent to your Digital Wallet must be confirmed by and recorded on the applicable Supported Blockchain. Company has no control over any Supported Blockchain, and therefore cannot and does not ensure that any transaction details that you submit or receive via our Services will be validated by or confirmed on the relevant Supported Blockchain, and Company does not have the ability to facilitate any cancellation or modification requests. You accept and acknowledge that you take full responsibility for all activities that you effect through your Digital Wallet and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your Digital Wallet, to the maximum extent permitted by law. You further accept and acknowledge that:

(a) There are risks associated with using Digital Assets, including but not limited to, the risk of hardware, software, and Internet connections; the risk of malicious software introduction; the risk that third parties may obtain unauthorized access to information stored within your Digital Wallet; the risks of counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable; and the risk that such Digital Assets may fluctuate in value. You accept and acknowledge that Company will not be responsible for any communication failures, disruptions, errors, distortions, delays, or losses you may experience when using blockchain technology, however caused.

(b) The regulatory regimes governing blockchain technologies, cryptocurrencies, and tokens are uncertain, and new regulations or policies, or new or different interpretations of existing regulations, may materially adversely affect the development of the Services and the value of your User Assets.

(c) Company makes no guarantee as to the functionality of any blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions (including without limitation changes to any Blockchain Rules) that are unfavorable to your User Assets. You acknowledge and accept that the Blockchain Rules governing the operation of a Supported Blockchain may be subject to sudden changes which may materially alter such

Supported Blockchain and affect the value and function of any of your User Assets staked on or to that Supported Blockchain.

(d) Company makes no guarantee as to the security of any Supported Blockchain or Digital Wallet. Company is not liable for any hacks, double spending, or any other attacks on a Supported Blockchain or Digital Wallet.

(e) Any Supported Blockchain may slash or otherwise impose penalties on certain validators (including validators to which your User Assets have been deployed) in response to any activity not condoned by such Supported Blockchain, whether in accordance with the applicable Blockchain Rules or otherwise. You acknowledge and agree that Company shall have no liability in connection with any such slashing or penalties, including any slashing or penalties that result in a loss or depreciation of value of your User Assets.

(f) The Supported Blockchains are controlled by third parties, and Company is not responsible for their performance, nor any risks associated with the use thereof. The Services rely on, and Company makes no guarantee or warranties as to the functionality of or access to, any Supported Blockchain, Digital Wallet, or Third-Party Service.

(g) You control your Digital Wallet, and Company is not responsible for its performance, nor any risks associated with the use thereof.

4. USE OF THE SERVICES.

4.1 License to the Services. Subject to the Agreement, Company grants you a limited license to access and use the Services solely as described hereunder. Unless otherwise specified by Company in a separate license, your right to use any and all Services is subject to this Agreement. You acknowledge and agree that nothing set forth herein shall be construed as a sale of any ownership interest in or to the Services or any intellectual property rights associated therewith.

4.2 App License. Subject to your compliance with this Agreement, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use a copy of the App on a single mobile device that you own or control and to run such copy of the App solely for your own personal or internal business purposes.

4.3 Updates. You understand that Services are evolving. You acknowledge and agree that Company may update Services with or without notifying you. You may need to update third-party software from time to time in order to use Services.

4.4 Certain Restrictions. The Services are intended for your internal use only. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Website or any Software; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Company; (c) you shall not use any metatags or other "hidden text" using Company's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers,

crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. Company, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services may terminate the licenses granted by Company pursuant to the Agreement.

4.5 Company Communications. By entering into this Agreement or using the Services, you agree to receive digital communications from us. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your use of the Services, updates concerning new and existing features on the Services, communications concerning Promotions run by us or our third-party partners, and news concerning Company and industry developments.

4.6 Third-Party Services. Certain features of the Services may rely on third-party websites, services, technology, or applications accessible or otherwise connected to the Services but not provided by Company, including without limitation any Supported Blockchain, any validator on such Supported Blockchain, our third-party identity verification providers, and your Digital Wallet (each, a “**Third-Party Service**” and, collectively, “**Third-Party Services**”). Notwithstanding anything to the contrary in these Terms of Use, you acknowledge and agree that (i) Company shall not be liable for any damages, liabilities, or other harms in connection with your use of and/or any inability to access the Third-Party Services; and (ii) Company shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of Third-Party Services or any other circumstances beyond Company’s control, including without limitation the failure of a Supported Blockchain or other Third-Party Service.

5. OWNERSHIP.

5.1 Services. You agree that as between you and Company, Company and its suppliers own all rights, title, and interest in the Services, including but not limited to, any software, computer code, algorithms, technology, themes, objects, concepts, artwork, animations, sounds, methods of operation, and documentation, as well as all intellectual and proprietary rights related thereto. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying any Services.

5.2 Trademarks. Company’s stylized name and all related graphics, logos, service marks, and trade names used on or in connection with any Services, or in connection with the Services, are the trademarks of Company and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks, and trade names that may appear on or in the Services are the property of their respective owners.

5.3 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, wiki, discord, forum, or other pages or means (“**Feedback**”)

is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Services and/or Company's business.

6. USER CONDUCT. You agree that you are solely responsible for your conduct in connection with the Services. You agree that you will abide by this Agreement and will not (and will not attempt to): (1) provide false or misleading information to Company; (2) use or attempt to use another User's Digital Wallet; (3) pose as another person or entity; (4) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner; (5) develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services; (6) bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services; (7) attempt to circumvent any content-filtering techniques we employ; (8) collect or harvest data from our Services that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities; (9) use data collected from our Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing); (10) bypass or ignore instructions that control all automated access to the Services; (11) use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement; (12) carry out any illegal activities in connection with or in any way related to your access to and use of the Services, including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the Services; (13) engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive or manipulative trading activities, including: (a) trading User Assets at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such User Asset, unduly or improperly influencing the market price for such User Asset on the Services or any Supported Blockchain or establishing a price which does not reflect the true state of the market in such User Asset; (b) for the purpose of creating or inducing a false or misleading appearance of activity in a User Asset or creating or inducing a false or misleading appearance with respect to the market in a User Asset: (i) executing or causing the execution of any transaction in a User Asset which involves no material change in the beneficial ownership thereof; or (ii) entering any order for the purchase or sale of a User Asset with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such User Asset, has been or will be entered by or for the same or different parties; or (c) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a User Asset; (14) use the Services to carry out any financial activities subject to registration or licensing in your jurisdiction except in strict compliance with applicable law; (15) use the Service to participate in fundraising for a business, protocol, or platform except in strict compliance with applicable law; or (16) attempt to access any Digital Wallet that you do not have the legal authority to access. Any unauthorized use of any Services terminates the licenses granted by Company pursuant to the Agreement.

7. FEES.

7.1 Fees. Access to the Website and certain Services is free. However, Company reserves the right to charge fees (“**Fees**”) in connection with your use of certain Services from time to time. All pricing and payment terms for such Fees are as indicated on the Service, and any payment obligations you incur are binding at the time of the applicable transaction. In the event that Company makes available, and you elect to purchase, any Services in connection with which Company charges Fees, you agree that you will pay Company all such Fees at Company’s then-current standard rates. You agree that all Fees are non-cancellable, non-refundable, and non-recoupable.

7.2 Gas Fees. You are solely responsible for ensuring that any payment made by you is sufficient to cover any Gas Fee required to complete any transaction in connection with or effect any other use of the Services. “**Gas Fees**” are transaction fees determined by market conditions on the applicable Supported Blockchain, and are not determined, set, or charged by Company.

7.3 Taxes. You are responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of the Agreement or the transactions contemplated by the Agreement (other than taxes based on Company’s net income).

7.4 Promotions. Company may from time to time make available certain conditional offers, airdrops, promotional prices, or discounted fees (each, a “**Promotion**”) to new or existing Users of the Services. The rules governing such Promotion will be made available in connection with such Promotion. Company will determine your eligibility for any Promotion in its sole discretion and may change the terms of or terminate a Promotion at any time, with or without notice to you.

7.5 Currency. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay any Fees. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.

7.6 Payment Processing Services. Company may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions.

8. INDEMNIFICATION.

You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Company Party**” and collectively, the “**Company Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) your use of, or inability to use, any Services (including any Software); (b) your violation of the Agreement, including any of your representations or warranties hereunder; (c) your violation of any rights of another party, including any Users; (d) your failure to provide accurate or complete data in connection with your use of the Services; (e) your violation of any applicable laws, rules, or regulations; or (f) your use of, or inability to use, the Protocol. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. This provision does not require you to indemnify any of the Company Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website, the Software, or any Services provided hereunder. You agree that the provisions in this Section will survive any termination of the Agreement and/or your access to Services.

9. RELEASE

TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU HEREBY RELEASE THE COMPANY PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS WHICH MAY BE SUSTAINED BY YOU WHILE USING, ARISING OUT OF, OR IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING ANY DIMINUTION OF VALUE TO OR LOSS OR THEFT OF ANY USER ASSETS. TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS RELEASE IS BINDING UPON YOUR RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, BENEFICIARIES, PARTNERS, AND ANY OTHER AFFILIATES OR INTERESTED PARTIES.

To the maximum extent permissible by applicable law, you waive and relinquish any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver. You acknowledge that the releases in these Terms of Use are intended to be as broad and inclusive as permitted by law, and as a complete and continuous release and waiver of liability for any and all use of the Services.

10. DISCLAIMER OF WARRANTIES AND CONDITIONS.

10.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SERVICES IS AT YOUR SOLE RISK, AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE OR SOFTWARE. **THE COMPANY PARTIES MAKE NO REPRESENTATION THAT THE SERVICES WILL FUNCTION AS INTENDED OR BE SUITABLE FOR YOUR PURPOSES, AND YOU BEAR ALL RISK ASSOCIATED WITH ANY USER ASSETS THAT YOU USE IN CONNECTION THEREWITH.**

(a) COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION, OR CONDITION THAT: (1) SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF SERVICES WILL BE ACCURATE OR RELIABLE. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROTOCOL OR YOUR USE OF THE SAME. THE COMPANY PARTIES MAKE NO REPRESENTATION THAT THE SERVICES WILL BE FREE OF THIRD PARTY MALWARE, HACKS, OR OTHER CYBERSECURITY BREACHES.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS THEREFROM.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS, AND OTHER DISRUPTIONS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

10.2 FROM TIME TO TIME, COMPANY MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT COMPANY’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

10.3 COMPANY IS NOT AN INVESTMENT OR FINANCIAL ADVISOR. NEITHER COMPANY NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, OR DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES OR ANY DIGITAL WALLET. NEITHER COMPANY NOR ITS SUPPLIERS OR LICENSORS SHALL BE CONSIDERED AN “EXPERT” UNDER THE APPLICABLE SECURITIES LEGISLATION IN YOUR JURISDICTION. NEITHER COMPANY NOR ITS SUPPLIERS OR LICENSORS WARRANT THAT THIS WEBSITE COMPLIES WITH THE REQUIREMENTS OF ANY APPLICABLE REGULATORY AUTHORITY, SECURITIES AND EXCHANGE COMMISSION, OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.

10.4 **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND SUPPORTED BLOCKCHAINS, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. COMPANY SHALL BE UNDER NO OBLIGATION TO INQUIRE INTO AND SHALL NOT BE LIABLE FOR ANY DAMAGES, OTHER LIABILITIES OR HARM TO ANY PERSON OR ENTITY RELATING TO ANY LOSSES, DELAYS, FAILURES, ERRORS, INTERRUPTIONS OR LOSS OF DATA OCCURRING DIRECTLY OR INDIRECTLY BY REASON OF CIRCUMSTANCES BEYOND COMPANY’S CONTROL, INCLUDING WITHOUT LIMITATION THROUGH THE DEPLOYMENT OF USER ASSETS TO ANY SUPPORTED BLOCKCHAIN IN CONNECTION WITH THE SERVICES.

10.5 **No Liability in Connection with Open-Source Software.** Notwithstanding anything to the contrary in these Terms of Use, you acknowledge and agree that any software or services you access under the terms of an OSS License (including without limitation the Protocol) is at your own risk, and Company shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances outside beyond Company control, including without limitation through your use of any content under the terms of an OSS License.

10.6 **No Liability for Third-Party Materials.** As a part of the Services, you may have access to materials that are hosted or made available by another party. You agree that it is impossible for Company to monitor such materials and that you access these materials at your own risk.

11. LIMITATION OF LIABILITY.

11.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR USE OF SERVICES OR ANY COMMUNICATIONS, INTERACTIONS OR EXCHANGES WITH OTHER USERS OF SERVICES OR THIRD PARTIES THAT INTERACT WITH THE SERVICES, ON ANY THEORY OF LIABILITY, INCLUDING ANY SUCH DAMAGES RESULTING FROM: (a) LOSS OR DIMINISHMENT IN VALUE OF USER ASSETS, (b) THE USE OR INABILITY TO USE SERVICES; (c) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (d) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (e) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN CONNECTION WITH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY SUPPORTED BLOCKCHAIN; (f) ANY USE OF THE PROTOCOL, OR (g) ANY OTHER MATTER RELATED TO SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) \$100; OR (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES WHERE SUCH REMEDY OR PENALTY CANNOT BE WAIVED OR REDUCED PURSUANT TO THIS AGREEMENT. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

12. MONITORING AND ENFORCEMENT. If Company becomes aware of any possible violations by you of the Agreement, Company reserves the right to investigate such violations. If, as a result of the investigation, Company believes that criminal activity has occurred, Company reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Company is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including any information related to your Digital Wallet, in Company's possession in connection with your use of Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement, (iii) respond to your requests for customer service, or (iv) protect the rights, property or personal safety of Company, its Users or the public, and all enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate.

13. TERM AND TERMINATION.

13.1 Term. The Agreement commences on the date when you accept the Agreement (as described in the preamble above) and remain in full force and effect while you use Services, unless terminated earlier in accordance with the Agreement.

13.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used Services or (b) the date you accepted the Agreement and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

13.3 Termination of Services by Company. Company reserves the right to terminate this Agreement and your access to the Services at any time, for any or for no reason, with or without notice to you.

13.4 Termination of Services by You. If you want to terminate the Services provided by Company, you may do so by notifying Company and ceasing all further use of the Services; provided that this agreement shall continue to bind you for so long as you hold or possess any Tokens.

13.5 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Upon termination of any Service, your right to use such Service will automatically terminate immediately. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, indemnification and limitation of liability.

13.6 No Subsequent Registration. If your ability to access the Services, is discontinued by Company due to your violation of any portion of the Agreement, then you agree that you shall not attempt to access the Services, and you acknowledge that you will not be entitled to receive a refund for any Fees related to those Services to which your access has been terminated.

14. INTERNATIONAL USERS. Services can be accessed from countries around the world and may contain references to Services that are not available in your country. These references do not imply that Company intends to announce such Services in your country. Services are controlled and offered by Company from its facilities in the Cayman Islands. Company makes no representations that Services are appropriate or available for use in other locations. Those who access or use Services from other countries do so at their own volition and are responsible for compliance with local law.

15. DISPUTE RESOLUTION. Please read this Section 15 (the “**Arbitration Agreement**”) carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

15.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement (including Section 15.2, which shall apply notwithstanding any laws or rules in your jurisdiction that may prohibit mandatory or compelled arbitration), you and Company agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or the Terms of Use and prior versions of the Terms of Use, including claims and disputes that arose between us before the effective date of these Terms of Use (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as

trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms of Use as well as claims that may arise after the termination of these Terms of Use.

15.2 Informal Dispute Resolution. There might be instances when a Dispute arises between you and Company. If that occurs, Company is committed to working with you to reach a reasonable resolution. You and Company agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Company therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("**Notice**"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to the contact information set forth below. The Notice must include: (1) your name, telephone number, mailing address, and e-mail address; (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this Section.

15.3 Waiver of Jury Trial. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

15.4 Waiver of Class and Other Non-Individualized Relief. YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 15.9, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under

Subsection 15.9. Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this Subsection 15.4 are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the courts of the Cayman Islands, sitting in Grand Cayman. All other Disputes shall be arbitrated or litigated in small claims court. This Subsection does not prevent you or Company from participating in a class-wide settlement of claims.

15.5 Rules and Forum. The Terms of Use evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Company agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“**AAA**”), in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this Section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration (if applicable) as well as the applicable Digital Wallet address; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Company otherwise agree, or the Batch Arbitration process discussed in Subsection 15.9 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and Company agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

15.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the United States and will be selected by the parties from the AAA’s roster of consumer dispute

arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under Subsection 15.9 is triggered, the AAA will appoint the arbitrator for each batch.

15.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Subsection 15.4, including any claim that all or part of Subsection 15.4 is unenforceable, illegal, void or voidable, or that Subsection 15.4 has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Subsection 15.9, all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Subsection 15.9. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

15.8 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

15.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA

shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Company. You and Company agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

15.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the address set forth below, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, email address, Digital Wallet address (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms of Use will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

15.11 Invalidity, Expiration. Except as provided in Subsection 15.4, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

15.12 Modification. Notwithstanding any provision in these Terms of Use to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Company at the address set forth in Section 17.10, your continued use of the Services, including the acceptance of products and services offered on the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms of Use and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, or these Terms of Use, the provisions of this Arbitration Agreement as of the date you first accepted the Terms of Use (or accepted any subsequent changes to these Terms of Use) remain in full force and effect. Company will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms of Use.

15.13 Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain

confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

15.14 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

16. ACCESSING THE APP

16.1 Third-Party Application Access. With respect to any App accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you shall only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple’s Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this Section, with respect to any App accessed through or downloaded from the Google Play store (a “**Google Play Sourced Application**”), you may have additional license rights with respect to use of the App on a shared basis within your designated family group.

16.2 Accessing and Downloading the App from the Apple App Store. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) this Agreement is concluded between you and Company only, and not Apple, and (ii) Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Company and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

(d) You and Company acknowledge that, as between Company and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and Company acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party’s intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

(f) You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

17. GENERAL PROVISIONS.

17.1 Independent Contractors. The relationship of Company and you under this Agreement is that of independent contractors. Notwithstanding anything else set forth herein, neither party will be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither will have any right, power, or authority to create any obligation or responsibility on behalf of the other. Your use of the Services shall not imply, suggest, or otherwise attempt to create an employment relationship between Company and you.

17.2 Electronic Communications. The communications between you and Company may take place via electronic means, whether you visit Services or send Company e-mails, or whether Company posts notices on Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

17.3 Release. You hereby release Company Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Services, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of Services.

17.4 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

17.5 Force Majeure. Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor, or materials.

17.6 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to Services, please contact us at: [notice@symbiotic.fi]. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

17.7 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to

the Agreement will be litigated exclusively in the courts of courts of the Cayman Islands, sitting in Grand Cayman.

17.8 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE CAYMAN ISLANDS, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

17.9 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

17.10 Notice. Where Company requires that you provide an e-mail address or other contact information, you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Company may also give you notice by posting such notice on the Website, and you acknowledge and agree that it is your responsibility to view the Website regularly to view any such notices. You may give notice to Company at the following address: [notice@symbiotic.fi].

17.11 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.12 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

17.13 Export Control. You may not use, export, import, or transfer Services except as authorized by the laws of the jurisdiction in which you obtained Services, and any other applicable laws.

17.14 Entire Agreement. The Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.