

## Rumpel - Terms of Use

### Acceptance of the Terms of Use

THE SERVICES (AS DEFINED HEREIN) WERE NOT DEVELOPED FOR, AND ARE NOT OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE OR PRINCIPAL PLACE OF BUSINESS IN THE UNITED STATES, OR ANY RESTRICTED JURISDICTION OR COUNTRY SUBJECT TO ANY SANCTIONS OR RESTRICTIONS PURSUANT TO ANY APPLICABLE LAW, INCLUDING THE CRIMEA REGION, CUBA, IRAN, NORTH KOREA, SYRIA, RUSSIA, OR ANY OTHER COUNTRY TO WHICH THE UNITED STATES, THE UNITED KINGDOM, THE EUROPEAN UNION OR ANY OTHER JURISDICTION EMBARGOES GOODS OR IMPOSES SIMILAR SANCTIONS, OR ANY JURISDICTIONS IN WHICH THE TRANSACTING OF CRYPTOCURRENCIES IS PROHIBITED OR RESTRICTED IN ANY FORM OR MANNER (COLLECTIVELY, THE “**RESTRICTED JURISDICTIONS**” AND EACH A “**RESTRICTED JURISDICTION**”) OR ANY PERSON OWNED, CONTROLLED, LOCATED IN OR ORGANIZED UNDER THE LAWS OF ANY RESTRICTED JURISDICTION OR AFFILIATED WITH ANY SUCH PERSON, ANY PERSON LISTED ON ANY SANCTIONS LIST MAINTAINED BY THE UNITED STATES, THE UNITED KINGDOM, THE EUROPEAN UNION OR ANY OTHER JURISDICTION, OR A RESIDENT OF OR LOCATED IN ANY COUNTRY OR JURISDICTION THAT RESTRICTS ACCESS TO OR PROHIBITS USE OF DIGITAL ASSETS OR CRYPTO CURRENCIES (COLLECTIVELY, “**RESTRICTED PERSONS**”). THERE ARE NO EXCEPTIONS. IF YOU ARE A RESTRICTED PERSON OR LOCATED IN A RESTRICTED JURISDICTION, THEN DO NOT USE OR ATTEMPT TO USE THE SERVICES. USE OF ANY TECHNOLOGY OR MECHANISM, SUCH AS A VIRTUAL PRIVATE NETWORK (“**VPN**”), TO CIRCUMVENT OR ATTEMPT TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS STRICTLY PROHIBITED.

BY USING THE SERVICES, YOU REPRESENT THAT (I) YOU ARE NOT A RESTRICTED PERSON; AND (II) YOU (INCLUDING, IF APPLICABLE, YOUR INDIVIDUAL OWNERS, REPRESENTATIVES, EMPLOYEES, OR ANY OTHER PERSON WITH ACCESS TO YOUR ACCOUNT) WILL NOT COORDINATE, CONDUCT OR CONTROL (INCLUDING BY, IN SUBSTANCE OR EFFECT, MAKING DECISIONS WITH RESPECT TO) YOUR USE OF THE SERVICES FROM WITHIN ANY RESTRICTED JURISDICTION.

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT YOU ARE NOT PERMITTED TO MODIFY, DISASSEMBLE, DECOMPILE, ADAPT, ALTER, TRANSLATE, REVERSE ENGINEER OR CREATE DERIVATIVE WORKS OF THE SERVICES TO MAKE THEM AVAILABLE TO ANY RESTRICTED PERSONS OR IN ANY RESTRICTED JURISDICTION.

These terms of use are entered into by and between you and Rumpel Labs<sup>1</sup> (“**Company**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of <https://rumpel.xyz> including any content, functionality, and services offered on or through <https://rumpel.xyz> (the “**Website**” and our proprietary website application available therefrom (collectively, the “**Services**”)), whether as a guest or a registered user, but excluding any third-party materials, technology, smart contracts or applications.

If the user engages with the Services under authority from a different party or on another party’s behalf, then “**you**” (and its variants, including “**your**”) as used herein refers to that person on whose behalf the Services is used (e.g., an employer). If the person engaging with our Services is an individual, acting in their own individual capacity, then “**you**” refers to that individual. If you have anyone using the Services on your behalf, you agree that you are responsible for the actions and inactions of all such persons, as they were your own.

Please read the Terms of Use carefully before you start to use the Services. **By using the Services or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference.** If you do

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<sup>1</sup> **Note to client:** subject to discussion related to entity formation.

not want to agree to these Terms of Use or the [Privacy Policy](#), you must not access or use the Services.

NEITHER WE NOR OUR SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY ACTIVITIES THAT YOU ENGAGE IN WHEN USING ANY ONLINE SERVICES OR BLOCKCHAIN TECHNOLOGIES NOT PROVIDED BY US (E.G., SOLANA).

You represent and warrant throughout the term of your use of the Services that: (i) you are over the age of eighteen (18) or otherwise of legal age to form a binding contract, and that you have legal and mental capacity to enter into these Terms of Use; (ii) your funds are not derived from or in any way connected to any illegal, unauthorized, or restricted sources (including any Restricted Jurisdictions or Restricted Persons); (iii) you have the right to engage in all transactions and all activities that you participate in on or through the Services; and (iv) you are not a Restricted Person or connected to one in any way, and you are not located in a Restricted Jurisdiction.

### **Changes to these Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law and Jurisdiction section below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Services.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

### **Accessing the Services and Account Security**

We reserve the right to withdraw or modify our Services, and any service or material we provide on or in connection with the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users, in our discretion. WE WILL NOT BE LIABLE TO YOU, AND YOU HEREBY HOLD US HARMLESS FROM AND AGAINST ANY LOSSES OR DAMAGES YOU MAY SUFFER AS A RESULT OF OR IN CONNECTION WITH THE SERVICES BEING INACCESSIBLE TO YOU AT ANY TIME OR FOR ANY REASON.

You are responsible for:

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information, including your information that allow us access to your rewards points on third-party protocols and networks. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password, private keys, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password, or other security information.

You agree to notify us immediately of any unauthorized access to or use of your seed phrase or keys, or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password, seed phrase or keys, or other personal information.

We have the right to disable any wallet address or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

We are not responsible for securing your seed phrase or keys if you lose them, if someone steals them from you, or if someone obtains access to them somehow (whether in transit to you, or from your systems or networks, or because you otherwise misplaced them or disclosed them). You acknowledge that if someone has your keys or seed phrase, they have the ability to transfer your digital assets outside your control, and that you may be unable to trade or make use of them. It is your responsibility to establish a means for recovering your seed phrase and keys.

Company does not store copies of seed phrases and does not at any time have custody of your keys or digital assets, so Company cannot assist you in recovering your seed phrases, keys, or digital assets if they are lost or stolen, or if the backup or security measures that you have established are compromised.

### **Use of the Services**

As part of the Services, we provide qualifying users a digital wallet for holding, storing, tracking, transferring, and managing the supported digital assets (the “**Wallet**”). The private keys to the Wallet will not be controlled by Company, and you will control your keys yourself. You acknowledge and agree that the Services may not allow you to connect or use a third-party digital wallet.

YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT HOLD OR HAVE CUSTODY OVER, OR HAVE ANY RESPONSIBILITY FOR OR CONTROL OVER YOUR KEYS. YOU HEREBY HOLD US HARMLESS AND INDEMNIFY US FROM AND AGAINST ANY CLAIMS, LOSSES OR LIABILITY ARISING IN CONNECTION WITH THE KEYS TO YOUR WALLET.

Your Wallet is intended solely for use of supported digital assets as designated on the Services (including Reward Tokens, as discussed below) (“**Supported Digital Assets**”). The Wallet purposely only allows users to trade and manage Supported Digital Assets. Any other digital assets that are not supported by the Company cannot be held, stored, transferred, or managed by the user using a Wallet. IF UNSUPPORTED DIGITAL ASSETS ARE TRANSFERRED INTO YOUR WALLET, WHETHER BY YOU OR BY OTHERS, EVEN IF BY ACCIDENT, YOU WILL BE UNABLE TO MOVE THEM OUT, WHICH MEANS THEY WILL BE LOST PERMANENTLY. THE USER ASSUMES ALL RISK ASSOCIATED WITH TRANSFERRING NON-SUPPORTED ASSETS INTO THE WALLET AND YOU HEREBY HOLD US HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, LIABILITY OR DAMAGES YOU INCUR AS A RESULT OF ANY DIGITAL ASSETS OTHER THAN SUPPORTED DIGITAL ASSETS THAT ARE TRANSFERRED INTO YOUR WALLET BY YOU OR BY OTHERS.

**Under no circumstances should you attempt to use your Wallet to store, send, request, or receive any digital assets other than Supported Digital Assets. YOU ALSO ACKNOWLEDGE AND AGREE THAT WE MAY CHANGE THE LIST OF SUPPORTED DIGITAL ASSETS AT ANY TIME IN OUR DISCRETION. THAT MEANS, THAT AFTER SUCH A CHANGE, YOU WILL BE UNABLE TO MOVE ANY DIGITAL ASSETS THAT BECOME UNSUPPORTED FROM YOUR WALLET. YOU HEREBY HOLD US HARMLESS FROM AND AGAINST ANY LIABILITY OR LOSSES YOU MAY SUFFER AS A RESULT OF CHANGES TO OUR LIST OF SUPPORTED DIGITAL ASSETS.**

Unless otherwise specifically stated on the Services, Supported Digital Assets do not include any protocols or functionalities that interact with or enhance them. This includes metacoins, colored coins, side chains, derivative

protocols, tokens, staking, protocol governance, or smart contract functionalities. Do not use your Wallet for transactions or functions involving these protocols, as the Services cannot detect, secure, or process them, and doing so may result in loss of the items. YOU ACKNOWLEDGE AND AGREE THAT OTHER THAN AS SET FORTH IN THIS TERMS OF USE, SUPPLEMENTAL PROTOCOLS ARE EXCLUDED FROM SUPPORTED DIGITAL ASSETS AND THAT COMPANY HAS NO LIABILITY FOR ANY LOSSES RELATED TO SUPPLEMENTAL PROTOCOLS.

You can use the Wallet to earn reward points through activities with participating third parties' protocols ("**Reward Points**"). These Reward Points are only applicable if the third party grants the holder of the Reward Point the right to convert them into digital tokens issued by the applicable third-party protocol ("**Reward Tokens**"). Once you earned the Reward Points, we will provide you the option to exchange the Reward Points for digital tokens intended to represent the value of the Reward Points ("**pTokens**"). Company reserves the right to impose time restrictions or limits on the frequency with which you can mint pTokens, in its sole discretion.

Once converted, the Reward Points will be replaced by the corresponding pTokens, and you will no longer have any rights to the Reward Points (except to the extent you hold the corresponding pTokens). By exchanging Reward Points for pTokens, you agree to adhere to any applicable requirements set forth by the third-party issuer of the Reward Points. This includes maintaining any associated digital assets in your Wallet, if required. You acknowledge and agree that you will not use any methods or tactics to retrieve Reward Points from the Wallet once you exchange them for pTokens. You are prohibited from using a secondary wallet to claim a Reward Token. All Reward Tokens must be claimed and received exclusively in your applicable Wallet.

You agree that the Company may remove the Reward Token from your account once the Reward Token is claimed, so that it can be transferred to the owner of the pToken upon request. YOU ACKNOWLEDGE AND AGREE THAT COMPANY HAS NO LIABILITY TO YOU FOR ANY LOSSES OR DAMAGES RESULTING FROM THE INABILITY TO CLAIM A REWARD TOKEN, THE TERMINATION OF A REWARD PROGRAM BACKED BY A PTOKEN, OR ANY OTHER ISSUES ARISING FROM CIRCUMSTANCES NOT ATTRIBUTABLE TO THE COMPANY. BY USING THE SERVICES, YOU ACKNOWLEDGE AND ACCEPT THESE RISKS.

After converting Reward Points into pTokens, you forfeit all rights to the Reward Points or any corresponding Reward Tokens. You shall have the right to receive the Reward Token only to the extent that you have the appropriate pToken to claim the same.

We retain the exclusive right to suspend the transfer or trading of pTokens at our sole discretion for security purposes, but do not undertake an obligation to do so. YOU HEREBY HOLD US HARMLESS FROM AND AGAINST ANY LOSSES OR DAMAGES YOU MAY SUFFER AS A RESULT OF OR IN CONNECTION WITH THE SUSPENSION OF TRANSFER OR TRADING OF PTOKENS AT ANY TIME OR FOR ANY REASON.

### **Fees**

We charge a fee for offering some of the Services, including fees charged when you create and trade the pTokens. We may not inform you of the applicable fees in advance of you incurring them. You should also understand that there may be fees associated with use of third-party protocols as well.

Our fees are subject to change at any time without notice, even if we have provided an estimate of same in advance.

Note that all third-party fees are likely also subject to change, but you must confirm such fees with the third parties whose technology you use.

**Under no circumstances shall Company incur any liability, of any kind, in connection with our fees or those charged by third-parties. You hereby release us and hold us harmless from and against any and all liability or losses associated with fees related to the Services and underlying or connected third party technologies.**

### **Intellectual Property Rights**

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from the Services.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.

You must not access or use any part of the Services or any services or materials available through the Services for the benefit of third parties.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

Company's name, our logos, and all related names, logos, product and service names, designs, and slogans are trademarks of Company or its affiliates or licensors. You must not use such marks without the prior written permission of Company. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

### **Feedback**

You may from time to time provide us with feedback about your experience on the Services, recommendations for modifications, or other ideas pertaining to the Services (collectively, "**Feedback**"). You acknowledge and agree that we may use the Feedback in our business without restriction. All such Feedback will be considered non-confidential and non-proprietary. By providing any Feedback, you grant us and our service providers, and each of their and our respective licensees, successors, and assigns a perpetual, irrevocable, non-exclusive, worldwide, fully paid up and royalty free right and license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that throughout the term of these Terms of Use:

- You own or control all rights in and to the Feedback and have the right to grant the licenses granted.
- All of your Feedback does and will comply with these Terms of Use.

### **Prohibited Uses**

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- Use the Services for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- Claim a Reward Token without having the appropriate pToken;
- Access, tamper with, or use non-public areas of the Services, Company's infrastructure (or that of its service providers), or any third-party protocol used in connection with the Services;
- Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Company or any of Company's providers or any other third-party (including another user) to protect the Services;
- Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Company or other generally available third-party web browsers;
- Use any manual process to monitor the Services or for any other unauthorized purpose without our prior written consent;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Company trademark, logo, URL or product name without Company's express written consent;
- Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third-party or in any manner not permitted by these Terms of Use;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Use, transmit, introduce or install any code, files, scripts, agents or programs intended to do harm or allow unauthorized access, including, for example, viruses, worms, time bombs, back doors and Trojan horses (collectively, "**Malicious Code**") on or through the Services, or accessing or attempting to access the Services for the purpose of infiltrating a computer or computing system or network, or damaging the software components of the Services, or the systems of the hosting provider, any other suppliers or service provider involved in providing the Services, or another user;
- Distribute Malicious Code or other items of a destructive or deceptive nature;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or attacking the Services via a denial-of-service attack or a distributed denial-of-service attack;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or attempt to impersonate Company, a Company employee or representative, another user, or any other person or entity (including, without limitation, by using identifiers associated with any of the foregoing).;
- Reverse look-up, track or seek to track any information of any other users or visitors of the Services;
- Take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of the Services, or the infrastructure of any systems or networks connected to the Services;
- Use the Services, directly or indirectly, for or in connection with money laundering, terrorist financing, or

- other illicit financial activity;
- Use the Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law), fraud, or other deceptive, misleading, or manipulative activity;
- Use the Services to participate in fundraising for a business, protocol, or platform;
- Fabricate in any way any transaction or process related thereto;
- Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Services;
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Company or users of the Services or expose them to liability;
- Use the Services in or from any Restricted Jurisdiction;
- Use the Services if you are a Restricted Person (or on their behalf);
- Use the Services in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States, Canada, European Union, or other countries);
- Encourage or enable any other individual to do any of the foregoing;
- Use the Services for, or in connection with, any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in phishing, spyware, adware, or other malicious programs or code, counterfeit goods, items subject to applicable jurisdictions' embargoes, hacking, stolen products, and items used for theft, hazardous materials, or any illegal activities;
- Use a digital wallet other than your own (without authorization) to engage in a transaction;
- Use the Services to carry out any financial activities subject to registration or licensing; or
- Use the Services as a tool to commit theft, fraud or any other property crime.

### **Reliance on Information Posted / Third Party Materials**

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of their contents.

The Services include content provided by third parties, including materials provided by the Reward Points and Reward Token originator, and, potentially, materials provided by oracles, or other third parties. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY MATERIALS, REWARD POINT, REWARD TOKEN, INFORMATION, PROTOCOLS, NETWORKS, INFRASTRUCTURE, RESOURCES, APPLICATIONS, DATA, CONTENT OR SERVICES, EVEN IF AVAILABLE ON, THROUGH OR FROM THE SERVICES. WE HAVE NO RESPONSIBILITY FOR, NO CONTROL OVER, AND MAKE NO GUARANTEES WITH RESPECT TO, THE QUALITY, SECURITY, ACCURACY, RELIABILITY, OR UPTIME OF SUCH THIRD-PARTY MATERIALS. YOU HEREBY HOLD US HARMLESS FROM AND AGAINST ANY LOSSES OR DAMAGES YOU MAY SUFFER AS A RESULT OF YOUR USE OF SUCH ITEMS.

### **No Financial or Investment Advice**

You understand that we do not act as your financial advisor, investment manager, arranger, introducer, or commodity trading advisor, or give you any investment advice of any kind with respect to what assets you choose to create, purchase or any trading thereof. As with any trading activities, it is your responsibility and you are solely responsible for your purchase decisions, how and when you trade digital assets and with whom. It is also

your responsibility to ensure you understand crypto assets, how they work, what their value is, and about trading and purchasing such assets, as there are significant risks in doing so, all of which you solely assume.

We may suspend your use of or cancel your use of the Services for any reason, including if we believe you have engaged in or are about to engage in any kind of fraud, if required pursuant to applicable laws, or you violate these Terms of Use. We may provide you with notice of suspension, but do not undertake an obligation to do so.

We may change the functionality of the Services at any time, which means some networks could no longer be supported after a time. You acknowledge that this is the case, and accept this risk. We do not perform any activities to vet users prior to allowing them to trade on the Services. You acknowledge that this is a risk you accept when you interact with our Services.

You agree and understand that all decisions you make on the Services are made solely by you. You agree and understand that under no circumstances will the operation of our Services and your use of them be deemed to create a relationship that includes the provision of or tendering of investment advice. **NO FINANCIAL, INVESTMENT, TAX, LEGAL OR SECURITIES ADVICE IS GIVEN THROUGH OR IN CONNECTION WITH THE SERVICES.** No content found on our Services, whether created by us, our service providers, our business partners, or another user is or should be considered as investment advice. You agree and understand that we accept no responsibility whatsoever for, and shall in no circumstances be liable in connection with, your decisions or your use of the Services.

## **Risks**

You acknowledge and agree that digital assets are volatile and risky, and their trading is affected by many factors outside our or your control. You are solely responsible for any transactions, and for all fees that you may incur as a result of your acquisition or sales of digital assets. Our Services do not control the timing of any transaction, yet you acknowledge that the time of a transaction can affect the value of the asset or the fees associated with a transaction or both. You hereby hold us harmless against any and all claims arising from the transaction of your digital assets, or the timing of such transactions.

Digital assets are not legal tender and are not backed by any government. Digital assets are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections, or other similar protections offered by other governmental bodies. We are not a bank, and we have no fiduciary duty to you. We make no guarantee as to the functionality of any digital asset network which might cause delays, conflicts of interest or might be subject to operational decisions of third parties that are unfavorable to you or affect your digital assets, or lead to your inability to complete a transaction using our Services.

You acknowledge that our software and smart contracts could have bugs or security vulnerabilities, and you hereby accept this risk. You hereby hold us harmless from any losses you suffer as a result of your use of our Services, which you agree you use at your sole risk.

Digital assets and use of our Services may be subject to expropriation and/or theft. Hackers or other malicious actors may attempt to interfere with our Services or your use thereof in a variety of ways, including, but not limited to, use of malware, denial of service attacks, Sybil attacks, and spoofing.

We do not guarantee that our Services will be available without interruption. The information on our Services may not always be entirely accurate, complete or current. Information on the Services may be changed or updated from time to time without notice, including information regarding our policies, products and services. Accordingly, you should verify all information before relying on it. All decisions you make based on information provided through the Services are your sole responsibility and you hold us harmless from and against any losses you suffer as a result of such decisions.

**WE WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES IN CONNECTION WITH, YOUR USE OF THE SERVICES OR ENGAGING IN DIGITAL ASSET TRANSACTIONS.**



YOU HEREBY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE RISKS SET FORTH IN THIS SECTION, AND YOU HEREBY HOLD US HARMLESS FROM AND AGAINST SAME.

### **Taxes**

You are entirely responsible for any tax liability which may arise from purchasing or reselling digital assets, or other activities you engage in while on the Services or which occur as a result of your activities on the Services. It is your responsibility to ensure you have accounted for, reported to the proper governmental authority, and paid all such taxes to the applicable governmental authority. We do not undertake any obligation to report any such taxes, nor collect or disburse them on your behalf. The taxes you owe are solely your responsibility. You hold us harmless and release us from and against any claims, losses, damages or demands arising in connection with taxes you may owe as a result of your transactions on the Services.

### **Changes to the Services**

We may update the content on the Services from time to time, but their content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

WE WILL NOT BE LIABLE FOR, AND YOU HEREBY HOLD US HARMLESS FROM AND AGAINST, ANY LOSSES RESULTING FROM ANY CHANGES TO THE SERVICES OR THE SERVICES AVAILABLE THEREON.

### **Information About You and Your Visits to the Services**

All information we collect on the Services is subject to our [Privacy Policy](#). By using the Services, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

### **Linking to the Services and Social Media Features**

You may link to our Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send emails or other communications with certain content, or links to certain content, on the Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed on, or appear to be displayed by, any other website, for example, framing, deep linking, or in-line linking.
- Link to any part of the Services other than the Website's homepage.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Services**

If the Services contain links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Disclaimer of Warranties and Limitation on Liability**

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YOU FURTHER ACKNOWLEDGE AND AGREE THAT COMPANY HAS NO LIABILITY FOR LOSS OR THEFT OF YOUR WALLET KEYS OR ANY OTHER KEYS USED TO ACCESS OTHER DIGITAL WALLETS YOU MIGHT USE.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

WE HAVE NO CONTROL OVER, TAKE NO RESPONSIBILITY FOR, AND SHALL NOT BE LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING THREAT ACTORS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees and legal costs) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, your User Contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

### **Governing Law and Jurisdiction**

All matters relating to the Services and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware<sup>2</sup> without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Subject to the provisions of the Arbitration Section below, any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the courts of the State of Delaware, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At Company's sole discretion, it may require you to submit any disputes arising under these Terms of Use, or in

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<sup>2</sup> **Note to client:** We will recommend an applicable jurisdiction once you decide on entity formation.

connection with your use of the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.]

IF COMPANY ELECTS TO PURSUE ARBITRATION AS SET FORTH HEREIN, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THESE TERMS, OUR SERVICES (OR ANY PORTION OR ALL OF THE FOREGOING), INCLUDING THE BREACH, TERMINATION OR VALIDITY OF THESE TERMS, SHALL BE FINALLY RESOLVED BY ARBITRATION. THE TRIBUNAL SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE.

### **Class Action Waiver; Waiver of Jury Trial**

THE PARTIES AGREE TO LITIGATE OR ARBITRATE, AS APPLICABLE, SOLELY ON AN INDIVIDUAL BASIS, AND THAT THESE TERMS OF USE DO NOT PERMIT CLASS ACTION LITIGATION OR ARBITRATION, OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. NEITHER THE COURT NOR THE ARBITRAL TRIBUNAL, AS APPLICABLE, MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY, IRREVOCABLY, AND EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, ARBITRATION, OR PROCEEDING ARISING IN CONNECTION WITH THE SERVICES OR THESE TERMS OF USE.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Termination**

We may terminate your access to and use of the Services at any time, for any reason or no reason, in our sole discretion and without notice of any kind, without incurring liability of any kind to you as a result of such suspension or termination. In addition, if we believe or suspect that you have breached or are breaching these Terms of Use in any way, we reserve the right to terminate your access to the Services in whole or in part, in our discretion.

### **Waiver and Severability**

No waiver of by Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use and our [Privacy Policy](#) constitute the sole and entire agreement between you and Company regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations,

and warranties, both written and oral, regarding the Services.

**Your Comments and Concerns**

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: [contact@sense.finance](mailto:contact@sense.finance)