

TERMS OF USE AGREEMENT

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Please read this Terms of Use Agreement (the “**Terms of Use**”) carefully. The Portal located at <https://docs.r25.xyz/> and any related site, domain, or subdomain of any property of RiftWriter Company Limited or RazeStaker Company Limited (together, “**Company**”, “**we**”, or “**our**”), including any application, site, or other digital property offered by any of Company’s affiliates or agents to, from, or through which these Terms of Use are linked (collectively, the “**Portal**”), and the information on the Portal, are owned or controlled by Company. These Terms of Use govern the use of the Portal and Company’s other products, services, software, technology, offerings and other resources, including as made available through or enabled via the Portal (each, including the Portal, a “**Service**” and, collectively, the “**Services**”). **THESE TERMS OF USE DO NOT GOVERN YOUR PURCHASE, REDEMPTION, STAKING, UNSTAKING OR ANY OTHER TRANSACTION WITH RESPECT TO ANY CRYPTOCURRENCY OR DIGITAL ASSET, INCLUDING rcUSD AND rcUSD+, WHICH SHALL BE GOVERNED BY A SEPARATE AGREEMENT.**

BY USING THE SERVICES, CONNECTING A DIGITAL WALLET TO THE PORTAL, AND/OR ACCESSING THE PORTAL, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT (DEFINED BELOW), (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, AND (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 FORMALLY INCORPORATED) YOU REPRESENT OR HAVE BEEN NAMED AS THE USER (THE “**USER**”), AND TO BIND THAT ENTITY TO THESE TERMS OF USE. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTER ON THE PORTAL. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE PORTAL OR THE SERVICES.**

COMPANY IS NOT AN EXCHANGE, TRUST COMPANY, LICENSED BROKER, DEALER, BROKER-DEALER, INVESTMENT ADVISOR, INVESTMENT MANAGER, OR ADVISOR. NEITHER COMPANY NOR OUR SERVICE GIVES, OFFERS, OR RENDERS INVESTMENT, TAX, OR LEGAL ADVICE. BEFORE MAKING FINANCIAL OR INVESTMENT DECISIONS, WE RECOMMEND THAT YOU CONTACT AN INVESTMENT ADVISOR, OR TAX OR LEGAL PROFESSIONAL.

PLEASE BE AWARE THAT SECTION 12 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

PLEASE BE AWARE THAT SECTION 3.4 (COMPANY COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

Your use of, and participation in, certain of the Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms of Use or will be presented to you for your acceptance when you use the applicable Service. If these 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**”. With respect to any agreement or contract governing other services or matters that are not expressly described in the Agreement, including, but not limited to, the “R25 Protocol Documentation” on the Portal (including all terms set forth in each tab thereunder), rcUSD Token Purchase Agreement, rcUSD Redemption Agreement, rcUSD Staking Agreement (for staking rcUSD and receipt of rcUSD+, rcUSD12M+ or any other receipt token available on the Portal, as applicable) and rcUSD Unstaking Agreement (for returning rcUSD+, rcUSD12M+ or any other receipt token available on the Portal, as applicable, and unstaking rcUSD) (collectively, “**Separate Agreements**”), the Separate Agreements (and not the Agreement) will govern such other services or matters described therein, and the Agreement will only govern your use of any of the Services not expressly governed by such Separate Agreements.

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 on the Portal and any new Supplemental Terms will be made available from within, or through, the affected Service on the Portal. We will also update the “**Last Updated**” date at the top of the Terms of Use. If we make any material changes, we may notify you by email or by notification through the Portal. Any changes to the Agreement will be effective immediately upon posting notice of such changes on the Portal. Company may require you to provide consent to the updated Agreement in a specified manner before you may make further use of the Portal and/or the Services. If you do not agree to any change(s) after receiving a notice of such change(s), you must stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE PORTAL TO VIEW THE THEN-CURRENT TERMS AND ENSURE THAT YOU NOTIFY COMPANY OF ANY CHANGES TO THE EMAIL ADDRESS THAT YOU HAVE PROVIDED TO COMPANY.

1. ELIGIBILITY; USER REPRESENTATIONS AND WARRANTIES.

1.1 Registration Data. When you connect your wallet or otherwise access or use the Services in any way, you agree: (a) to provide true, accurate, current and complete information about yourself as may be prompted by the Services from time to time (the “**Registration Data**”); (b) to maintain and promptly update the Registration Data to keep it true, accurate, current and complete; and (c) to provide any information requested by Company at any time which Company believes in its sole discretion will enable Company to comply with all applicable anti-money laundering, counter-terrorist financing, counter-proliferation financing, sanctions or other regulatory (such as “know your client” laws or regulations, investor accreditation laws or regulations, etc.) statutes, rules, regulations and policies, or to respond to requests for information concerning the identity of Users from any governmental or regulatory authority. You acknowledge and agree that our obligation to provide you with any of the Services is conditional on the Registration Data being accurate and complete at all times during the term of this Agreement. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your access to the Services and refuse any and all current or future use of the Services (or any portion thereof).

1.2 Personal Data. You acknowledge receipt of the Data Protection Notice of Company and agree to promptly provide the Data Protection Notice (or any updated version thereof as may be provided from time to time) to each individual (such as any individual directors, shareholders, beneficial owners or others) whose personal data you provide to Company or any of its affiliate or delegates. You represent and warrant that all personal data provided to Company and its affiliates and delegates by or on behalf of you is provided in accordance with applicable laws and regulations, including, without limitation, those relating to privacy or the use of personal data.

1.3 Eligibility. You represent and warrant that:

1.3.1 You are not located in, a resident of, a citizen of, or incorporated or formed under the laws of, any jurisdiction included in the List of Restricted Jurisdictions published on the Portal (as updated from time to time by Company) (each such jurisdiction a “**Restricted Jurisdiction**” and together, the “**Restricted Jurisdictions**”). The current List of Restricted Jurisdictions is available at: <https://docs.r25.xyz/restrictions>

1.3.2 You are (i) of legal age to form a binding contract; and (ii) not a person barred from using the Services under the laws of your place of residence or any other applicable jurisdiction. If you are acting on behalf of a DAO or other entity, whether or not such entity is formally incorporated, you represent and warrant that you have all rights and authority necessary to act on behalf of such entity;

1.3.3 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 an agent or nominee in connection with this Agreement, is (A) an individual or entity named on a list

maintained by the Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") or with whom dealings are prohibited by OFAC, the OFAC Programs or otherwise under the laws of the United States, or otherwise subject to any restrictive measures issued by the United Nations, the United Kingdom's HM Treasury (including as extended to the British Virgin Islands by statutory instrument) or the British Virgin Islands, (B) a person or entity identified as a terrorist organization or designated person on any other relevant lists maintained by governmental authorities, including the United Kingdom (including as extended to the British Virgin Islands by statutory instrument) or the British Virgin Islands, or (C) a politically exposed person, or a family member or close associate of a politically exposed person figure;

1.3.4 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; and

1.3.5 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 or any digital asset.

1.4 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including, but not limited to, a computer system or 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.

2. YOUR ASSUMPTION OF RISK.

2.1 WHEN YOU USE THE SERVICES, YOU UNDERSTAND AND ACKNOWLEDGE THAT COMPANY IS NOT A FINANCIAL OR INVESTMENT MANAGER OR ADVISOR AND THAT USE OF THE SERVICES MAY ENTAIL A RISK OF LOSS AND MAY NOT MEET YOUR NEEDS. Company does not and cannot make any guarantee that any digital assets that may be accessed or used by you through or in connection with the Services ("**User Assets**") will not lose value. The prices of digital assets can be extremely volatile. Company makes no warranties as to any markets or services in or through which User Assets are or may be staked, transferred, purchased, or traded.

2.2 Certain of the Services provided by Company may rely on other third-party blockchains ("**Supported Blockchains**") or digital wallets, which are provided by a third party ("**Digital Wallets**"), which may not be reliable, consistent or dependent in all scenarios. Company may not be able to foresee or anticipate technical or other difficulties that may result in data loss or other service interruptions.

2.3 The Supported Blockchains are controlled by third parties, and Company is not responsible for their performance (including any failure of 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 other Third-Party Service.

2.4 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. You control your Digital Wallet, and Company is not responsible for its performance (including any failure of performance), nor any risks associated with the use thereof. It is your sole responsibility to monitor any Digital Wallet owned or controlled by you and your User Assets regularly.

2.5 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 the following:

2.5.1 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 or deposited 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.

2.5.2 There are risks associated with using digital assets, including, but not limited to, 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.

2.5.3 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.

3. USE OF THE SERVICES.

3.1 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 of the Services is subject to this Agreement and you shall not use the Services for any purpose not explicitly contemplated by this Agreement or in the Separate Agreements. 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.

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

3.3 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 Portal; (b) you shall not frame or use framing techniques to enclose any trademark, logo, or any of the 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, and data mining tools) to “**scrape**” or download data from any web pages contained in the Portal (provided that we may grant the operators of public search engines revocable permission to use spiders to copy materials from the Portal to create publicly available searchable indices of the 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.

3.4 Company Communications. By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail or pop-up windows on the Portal. Communications from us and our affiliated companies may include operational communications concerning your use of the Services and updates concerning new and existing features on the Services. If you do not wish to continue receiving any marketing messages from us, please click “**unsubscribe**” in any marketing communication that you may receive or contact us to request to be removed from the applicable mailing list.

3.5 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 any such Supported Blockchain, any third-party identity verification providers, and any third-party 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.

4. OWNERSHIP.

4.1 The 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, 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 of the Services.

4.2 Trademarks. Company’s stylized name and all related graphics, logos, service marks, and trade names used on or in connection with any of the Services, or in connection with the Services, are the trademarks of Company and/or its licensors 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.

4.3 Feedback. You agree that the submission of any ideas, feedback, suggestions, documents, and/or proposals to Company (“**Feedback**”) is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality and compensation) 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, assignable (without consent) and sublicensable (without consent) 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, for any lawful purpose.

5. 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) (a) provide false or misleading information to Company; (b) use or attempt to use another User’s Digital Wallet; (c) impersonate another person or entity; (d) 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; (e) develop, use, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services; (f) bypass or circumvent measures employed to prevent or limit access to any service, area, or

code of the Services; (g) bypass or ignore instructions that control all access to the Services; (h) 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; (i) 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, proliferation financing, sanctions evasion or deliberately engaging in activities designed to adversely affect the performance of the Services; (j) engage in or knowingly facilitate any “**front-running**”, “**wash trading**”, “**pump and dump trading**”, “**ramping**”, “**cornering**”, fraudulent, deceptive, or manipulative trading activities, including (i) trading User Assets on any centralized (“**CEx**”) or decentralized exchange (“**DEx**”) 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 any Supported Blockchain, CEx or DEx, or establishing a price that does not reflect the true state of the market in such User Asset; (ii) for the purpose of creating or inducing a false or misleading appearance of activity in a User Asset on any CEx or DEx or creating or inducing a false or misleading appearance with respect to the market in a User Asset: (Y) executing or causing the execution of any transaction on any CEx or DEx in a User Asset that involves no material change in the beneficial ownership thereof; or (Z) entering any order for the purchase or sale of a User Asset on any CEx or DEx 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 (iii) 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 on any CEx or DEx; (k) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, debt financings, equity financings, or other similar transactions except in strict compliance with applicable law; or (l) attempt to access any Digital Wallet that you do not have the legal authority to access. Any unauthorized use of any of the Services terminates the licenses granted by Company pursuant to the Agreement.

6. INDEMNIFICATION. To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless Company, its parents, subsidiaries, affiliates, delegates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Company Party**” and collectively, the “**Company Parties**”) from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any of the following: (a) your use of, or inability to use, any of the Services; (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; and (e) your violation of any applicable laws, rules or regulations. 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. You agree that the provisions in this section will survive any termination of the Agreement and/or your access to the Services.

7. RELEASE. TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU HEREBY RELEASE THE COMPANY PARTIES FROM ANY 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.

8. DISCLAIMER OF WARRANTIES AND CONDITIONS.

8.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, WITH ALL FAULTS. THE 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 SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. 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.

8.1.1 THE COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION, OR CONDITION THAT (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE NETWORK 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.

8.1.2 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, AND REPUTATION OF THE SERVICES.

8.2 COMPANY IS NOT AN INVESTMENT MANAGER OR ADVISOR. NONE OF COMPANY, ITS SUPPLIERS OR ITS LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, OR DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES. NONE OF COMPANY, ITS SUPPLIERS OR ITS LICENSORS WARRANT THAT THE PORTAL OR ANY OF THE SERVICES COMPLIES WITH THE REQUIREMENTS OF ANY APPLICABLE REGULATORY AUTHORITY.

8.3 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ANY OF THE COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF YOUR DIGITAL WALLET, 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.

9. LIMITATION OF LIABILITY.

9.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY OF THE 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 THE SERVICES, IN EACH CASE WHETHER OR NOT ANY OF THE COMPANY PARTIES 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 THE SERVICES; (c) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR THE SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR THE 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 NETWORK; OR (g) ANY OTHER MATTER RELATED TO ANY OF THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

9.2 Cap on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO COMPANY PARTY WILL BE LIABLE TO YOU FOR MORE THAN THE GREATEST OF (a) \$0.00; 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 THE AGREEMENT.

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

10. 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 may have occurred, Company reserves the right to refer the matter to, and to cooperate with, any and all applicable legal and regulatory 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 and other Registration Data, in Company's possession in connection with your use of the Services, in order to (i) comply with applicable laws, legal process or governmental or regulatory authority requests; (ii) enforce the Agreement, or (iii) protect the rights of Company, as Company in its sole discretion believes to be necessary or appropriate.

11. TERM AND TERMINATION.

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

11.2 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 any of the Services or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any of the Services, unless earlier terminated in accordance with the Agreement.

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

11.4 Termination of the Services by You. If you want to terminate the Services provided by Company, you may do so by (a) notifying Company at any time and (b) ceasing all further use of the Services. Your notice should be sent, in writing, to Company's address set forth below.

11.5 Effect of Termination. Termination of any of the Services includes removal of access to such Services and prohibiting further use of such Services. Upon termination of any of the Services, your right to use such Services will automatically terminate. All provisions of the Agreement that by their nature

should survive, shall survive termination of the Services, including, without limitation, ownership provisions, warranty disclaimers, indemnification and limitation of liability.

11.6 No Subsequent Registration. If your ability to access the Services is discontinued by Company, then you agree that you shall not attempt to re-register with or access the Services.

12. DISPUTE RESOLUTION. Any dispute, controversy or claim arising out of or relating to the Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved in accordance with the BVI IAC Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Road Town, Tortola, British Virgin Islands, unless the parties agree otherwise. The language to be used in the arbitral proceedings shall be English. You waive the right to litigate in court or an arbitration proceeding any dispute, controversy or claim as a class action, either as a member of a class or as a representative, or to act as a private attorney general.

13. GENERAL PROVISIONS.

13.1 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.

13.2 Electronic Communications. You hereby acknowledge that the British Virgin Islands Electronic Transactions Act, 2021, the Electronic Transfer of Funds Act, 2021 and the Electronic Filing Act, 2021 apply to this Agreement where applicable. The communications between you and Company may take place via electronic means, whether you visit the Services or send Company e-mails, or whether Company posts notices on the Portal or communicates with you via e-mail or pop-up window. 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.

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

13.4 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.

13.5 Questions. If you have any questions with respect to the Services, please contact us via the contact method specified in the Portal.

13.6 Governing Law. THESE TERMS OF USE AND ANY ACTION RELATED HERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE BRITISH VIRGIN ISLANDS, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

13.7 Notice. Where Company requires that you provide an email address, you are responsible for providing Company with your most current email address. In the event that the last email 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 email containing such notice will nonetheless constitute effective notice. You may give notice to Company via the Portal.

13.8 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.

13.9 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.

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

13.11 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.