

## Terms of Use Agreement

Last Updated Date: 1/23/2025

Please read this Terms of Use Agreement (together with any Supplemental Terms (defined below), these “**Terms of Use**”) carefully. This website and any related websites or subdomains that link to these Terms of Use and are operated by GPRP (“**Company**”, “**we**” “**our**”, or “**us**”), our affiliates or agents (collectively, the “**Website**”), as well as any application for web made available by us and through which these Terms of Use are linked (“**WebApp**”) and the information on the Website and the WebApp 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 accessing or using the WebApp, (each, a “**Service**” and, collectively, the “**Services**”). For the avoidance of doubt, the Protocol is not a Service.

BY USING ANY SERVICES, CONNECTING A 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 TERMS OF USE, (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 YOU HAVE NAMED AS THE USER (WHETHER OR NOT SUCH ENTITY IS REGISTERED OR INCORPORATED UNDER THE LAWS OF ANY JURISDICTION), 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 TERMS “**YOU**” OR “**USER**” REFER 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.**

WE ARE NOT AN EXCHANGE, TRUST COMPANY, LICENSED BROKER, DEALER, BROKER-DEALER, INVESTMENT ADVISOR, INVESTMENT MANAGER, OR ADVISER. NEITHER WE NOR OUR SERVICES GIVE, OFFER, OR RENDER INVESTMENT, TAX, OR LEGAL ADVICE. WE PROVIDE SOFTWARE THAT ALLOWS YOU TO MANAGE YOUR SELF-CUSTODIED TOKENS AND SOFTWARE-BASED DIGITAL WALLETS, AND OTHERWISE PREPARE 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.

**SECTION 16 CONTAINS PROVISIONS THAT GOVERN HOW TO RESOLVE DISPUTES BETWEEN YOU AND US. AMONG OTHER THINGS, SECTION 16 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. PLEASE READ SECTION 16 CAREFULLY.**

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.

PLEASE NOTE THAT THE TERMS OF USE (INCLUDING ANY SUPPLEMENTAL TERMS) IS SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, we 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 Terms of Use will be effective immediately. We may require you to provide consent to the updated Terms of Use 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.

## **SITE OVERVIEW**

- A. The Website provides a web-based application that aggregates and publishes publicly available third-party information about:
  - a. The Symbiotic Protocol, open-source software enabling cross-chain staking and restaking as part of a permissionless shared security and coordination framework intended to enable effective decentralization and alignment for blockchain networks (the “**Protocol**”);
  - b. Certain smart contract systems (“**Vaults**”) which implement software logic for handling deposits (“staking”), withdrawals (“unstaking”), forfeiture and destruction (“slashing”), delegation and restaking of certain digital assets or cryptocurrencies (“**Digital Assets**” or “**Tokens**”);
  - c. Creators, deployers, owners, operators, managers, or administrators of Vaults, as applicable (“**Vault Deployers**”);
  - d. Tokens that exist and have been or may be available by Protocol users for staking, unstaking, or restaking, or which are provided to users of the Protocol as rewards for staking activity;
  - e. Implied or express fair market prices of Tokens, which may be denominated in national (“*fiat*”) currencies or other Tokens;
  - f. Transaction records relating to the Protocol;
- B. The Services also allow Users to indicate transactions the User would like to perform in connection with the Protocol, in order to generate draft transaction messages which the User can transmit to blockchain system validators via a third-party wallet application or device (“**Wallet**”) to conduct transactions using the Protocol.
- C. Relationship to Symbiotic Protocol. The Protocol is a system of software-based smart contracts, which enables Users to stake and restake Tokens across one or more third-party blockchains and generate rewards (“**Staking Rewards**”) in connection therewith. The Protocol is not part of the Website and is not a Service made available by the Company under this Terms of Use. We have no obligation to monitor or control any use of the Protocol by you or any third party. We make no representations or warranties about the functionality of the Protocol. Any use of the Protocol is undertaken at your own risk, and we are 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 10 through 12 of this Terms of Use 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](https://docs.symbiotic.fi).

D. **Relationship to Vaults.** Vaults may have various relationships to Vault Deployers, there may be more than one Vault Deployer per Vault, and Vault Deployers may be various kinds of individuals, groups, legal entities, decentralized autonomous organizations (DAOs), or additional autonomous systems (including other smart contracts). A high-level summary of potential configurations may be found here: <https://docs.symbiotic.fi/category/vault>. Vault Deployers may have administrative powers over Vaults, including the power to change parameters or upgrade the Vault code wholesale, and this may place Vault Deployers in a position to exploit deposits into their respective Vaults. Deployment and configuration of Vaults using the Protocol is permissionless and independent of the Company. We have no obligation to monitor and no obligation or ability to control any use of Vaults by you or any third party and/or any use of Vaults. You are solely responsible to evaluate the source code and configuration of each Vault, the powers of Vault Deployers with respect thereto, and the background, qualifications, legal organization, solvency, and other facts and circumstances of each Vault Deployer, and assume all risks regarding potential Vault Deployer negligence, misconduct, violations of law, and other issues. We make no representations or warranties about the functionality of any Vaults or any qualifications or reputability of any Vault Deployers. Any use of any Vaults is undertaken at your own risk, and we are 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 any Vault. Notwithstanding anything to the contrary set forth herein, the terms of Sections 10 through 12 of this Terms of Use apply, *mutatis mutandis*, to any claims arising out of your use of or inability to use any Vault. VAULTS ARE MADE AVAILABLE ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND YOU CREATE, ACCESS, AND/OR INTERACT WITH VAULTS AT YOUR OWN RISK.

### **DISCLAIMERS AND DISCLOSURES**

Important disclaimers and disclosures regarding the Website, WebApp, Services, Protocol, and Vaults can be found in the Symbiotic Risk Disclosure Statement, available [here](#). You should familiarize yourself with these disclaimers and disclosures and conduct your own thorough due diligence into the Protocol before using the Website, Services, Protocol, or Vaults.

### **PROVISIONS**

1. **DESCRIPTION OF THE SERVICES.** The Services include the WebApp 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 **WebApp.** Company's Services include access to its WebApp, which is an online user web application enabled through the Website, and supporting documentation made available therewith, that assists Users in generating transaction messages compatible with the Protocol which are designed to accomplish the User's operational goals as expressed through the User's interactions with the WebApp. If the User so wishes, the User may cause such transaction messages to be delivered by the Site via API to a compatible third-party wallet application or device ("Wallet") selected by the User after pressing the "Connect Wallet" (or similar) button on the Website, and such transaction messages (as generated by the WebApp and with any subsequent modifications elected to be made by the User through the third-party wallet application) may then be broadcast by the User to nodes on a relevant third-party blockchain system (each, a "Supported Blockchain") for potential processing and execution in accordance with the Protocol and the technological and contractual parameters of each such Supported Blockchain (the applicable "Blockchain Rules"). The User must personally review and authorize all transaction messages that the User wishes to broadcast to any blockchain systems and the Company provides no representation or warranty as to the accuracy thereof or the match thereof to the User's actual intentions for use of the relevant blockchain systems or the Protocol. User Asset visualizations displayed by the WebApp may include graphs, projections, and other information about your User Assets (collectively, "User Asset Information").
- 1.2 **Wallets.** In order to access and use certain Services, you may need to connect a Wallet to the WebApp. We disclaim all liability in connection with the foregoing, including without limitation any inability to access any User Assets you have sent to such Wallet. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR WALLET IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND WE DISCLAIM 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 WALLETS.
- 1.3 **Security.** Users are solely responsible for all matters relating to their accounts, addresses and User Assets and for ensuring that all uses thereof comply fully with these Terms of Use. Users are solely responsible for protecting the data integrity and confidentiality of their login information and passwords (if any) or private keys for the Services or any Wallet used in connection with the Services. The compatibility of the Services with wallet applications and devices or other third-party applications or devices is not intended as, and you hereby agree not to construe such compatibility as, an endorsement or recommendation thereof or a warranty, guarantee, promise or assurance regarding the fitness or security thereof.
- 1.4 **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 Wallet, you represent and warrant that:
  - (a) you own or have the authority to connect to the applicable 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.

- 1.5 **Tokens.** When you stake User Assets within a Vault on the Protocol, Tokens representing your staked User Assets (“**Staking Tokens**”) may be sent to the Wallet that deployed such User Assets. All disclaimers applicable to User Assets set forth herein shall also apply with full force and effect to such Staking Tokens. Staking Tokens may be redeemable through the Protocol for the applicable staked User Assets (the “**Redeemable Tokens**”). The Redeemable Tokens may be greater than the number of originally-staked User Assets as a result of accrued Staking Rewards, or diminished as a result of “slashing” or other Blockchain Rules or Protocol rules governing staking, as applied to the relevant Vault. You acknowledge and agree that neither we nor any Vault Deployer shall have any liability to you or any third party with respect to any losses (arising from any action or inaction of any Vault Deployer or otherwise) resulting in the slashing, misappropriation, or other loss or diminution of User Assets.
- 1.6 **Staking Rewards.** Any Staking Rewards that you receive in connection with your use of the Protocol to deploy your User Assets to a Vault is provided by the Vault Deployer or applicable Supported Blockchain(s), and is not a payment from us to you. Any Staking Rewards you receive or do not receive is governed by the applicable Vault smart contract code, Vault Deployer discretion, and/or the applicable Blockchain Rules, and we 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. We do not guarantee any Staking Rewards or other rewards on or in connection with your User Assets as deployed on the Protocol.
- 1.7 **Other Information.** We make no representations or warranties as to the quality, origin, or ownership of any content found on or available through the Services. We shall not be liable for any errors, misrepresentations, or omissions in, of, or about the content, nor for the availability of the content. We shall not be liable for any losses, injuries, or damages from the access, inability to access, display, or use of the content. In providing information about Tokens, smart contracts, and other relevant tools or technologies, we rely on third-party resources which may not be accurate or may not conform to a given User’s expectations. Multiple Tokens can use the same name or symbol, meaning that the name or symbol of a Token does not guarantee that it is the Token desired by the User or generally associated with such name or symbol. Users must not rely on the name, symbol or branding of a Token displayed through the Website, but instead must examine the

specific smart contract associated with the name, symbol or branding and confirm that the Token accords with User's expectations.

- 1.8 **Supported Blockchains.** The Protocol enables the staking and restaking of User Assets, and accrual of rewards in connection therewith, as deployed and processed across Vaults and Supported Blockchains in accordance with the applicable Blockchain Rules. For the avoidance of doubt, Company does not own or control your Wallet, the Protocol, or any Supported Blockchain. All use of any Wallet, Vault, and/or any Supported Blockchain is at your own risk.
- 1.9 **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.
- 1.10 **Promotions; Points Program.** 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. We will determine your eligibility for any Promotion in our sole discretion and may change the terms of or terminate a Promotion at any time, with or without notice to you. Without limiting the generality of the foregoing, subject to your ongoing compliance with this Terms of Use, we may from time to time enable you to participate in a limited program that rewards Users interacting with the WebApp and Protocol, by allocating such Users with certain units of account that bear no cash or monetary value and may be maintained on a centralized database of the Company, sometimes referred to as 'points' (the "**Points Program**"). Your participation in the Points Program shall be governed by this Terms of Use and the terms of the Points Program in effect at such time(s) (the "**Points Program Terms**"), which (as they may be updated from time to time in the Company's sole discretion) are hereby automatically incorporated by reference.

## 2. ELIGIBILITY; USER REPRESENTATIONS AND WARRANTIES.

- 2.1 **Eligibility.** You represent and warrant that the following statements and information are accurate and complete at all relevant times. In the event that any such statement or information becomes untrue, you shall immediately cease accessing and using the Services:

**(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 business entity, such entity is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has all

requisite power and authority for a business entity of its type to carry on its business as now conducted;

**(b)** You have all requisite capacity, power and authority to accept the terms and conditions of the Terms of Use and to carry out and perform your obligations hereunder. The Terms of Use constitutes a legal, valid and binding obligation enforceable against you in accordance with its terms;

**(c)** Your agreement to these Terms of Use and use of the Services does not constitute, and would not reasonably be expected to result in (with or without notice, lapse of time, or both) a breach, default, contravention or violation of any law applicable to you, or contract or agreement to which you are a party or by which you are bound;

**(d)** None of: (i) you; (ii) any affiliate of any entity on behalf of which you are entering into this Terms of Use; (iii) any other person having a beneficial interest in any entity on behalf of which you are entering into this Terms of Use (or in any affiliate thereof); or (iv) any person for whom you are acting as agent or nominee in connection with this Terms of Use is: (A) located or ordinarily resident, organized, established, or domiciled in the United States, the United Kingdom, or any country where use or provision of the Services or related activities is illegal, prohibited, or requires a permit or license, (B) identified on any list of prohibited parties under any law or by any nation or government, state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government such as the sanctions lists maintained by the United Kingdom, British Virgin Islands, United Nations Security Council, the U.S. government (including the U.S. Treasury Department's Specially Designated Nationals list and Foreign Sanctions Evaders list), or the European Union (EU) or its member states (in each case, as applicable to you or us); or (C) 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;

**(e)** 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;

**(f)** The tokens or other funds you use in connection with the Services are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any law; and

**(g)** You are knowledgeable, experienced and sophisticated in using and evaluating blockchain and related technologies and assets, including the Protocol, blockchain tokens, yield-generating smart contract systems, staking and restaking smart contract systems, and “smart contracts” (runtime bytecode deployed to a blockchain). You have conducted your own thorough independent investigation and analysis of the Protocol, Services, and the other matters contemplated by these Terms of Use, and have not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of us or any Vault Deployer in connection therewith, except as expressly set forth by us in these Terms of Use.

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

### **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 us rely on Vaults, Supported Blockchains and applicable Blockchain Rules, which may not be reliable, consistent, or dependent in all scenarios. We may not be able to foresee or anticipate technical or other difficulties which may result in data loss or other service interruptions. We encourage you to periodically confirm the valuation of your User Assets and the accuracy of any User Asset Information through independent sources. We do not and cannot make any guarantee that your User Assets will not lose value. The prices of cryptocurrency assets can be extremely volatile. We make no warranties as to the markets, Vaults, or blockchains in which your User Assets are staked, transferred, purchased, or traded.

**3.2 Cybersecurity Risks.** You understand that like any other software, the WebApp, and the Services could be at risk of third-party malware, hacks, or cybersecurity breaches, including social engineering attacks directed at or through social media channels we use to communicate with Users. 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 Wallet, and any Vaults or 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 Wallet and any Vaults or 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 Wallet and any Vaults and 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 Wallet must be confirmed by and recorded on the applicable Supported Blockchain. We have no control over any Supported Blockchain, and therefore cannot and do 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. Once a transaction is initiated, we do 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 Wallet and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your 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 connection failures; the risk of malicious software introduction; the risk that third parties may obtain unauthorized access to information stored within your Wallet; the risks of counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs or other technical defects, 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)** We make 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)** We make no guarantee as to the security of any Supported Blockchain or Wallet. We are not liable for any hacks, double spending, or any other attacks on a Supported Blockchain or 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 we 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, Wallet, Vault, or Third-Party Service.

**(g)** You control your Wallet, and we are not responsible for its performance, nor any risks associated with the use thereof.

**3.5 Fork Handling.** The Protocol, Vaults, Supported Blockchains, and all Tokens may be subject to “forks.” Forks occur when some or all persons running the software clients for a particular blockchain system adopt a new client or a new version of an existing client that: (i) changes the protocol rules in backwards-compatible or backwards-incompatible manner that affects which transactions can be added into later blocks, how later blocks are added to the blockchain, or other matters relating to the future operation of the protocol; or (ii) reorganizes or changes past blocks to alter the history of the blockchain. Some forks are “contentious” and thus may result in two or more persistent alternative versions of the protocol or blockchain, either of which may be viewed as or claimed to be the legitimate or genuine continuation of the original. We may not be able to anticipate, control or influence the occurrence or outcome of forks, and do not assume any risk, liability or obligation in connection therewith. Without limiting the generality of the foregoing, we do not assume any responsibility to notify a User of pending, threatened or completed forks. We will respond (or refrain from responding) to any forks in such manner as we determine in our sole and absolute discretion, and shall not have any duty or obligation or liability to a User if such response (or lack of such response) acts to a User’s detriment. Without limiting the generality of the foregoing, our possible and permissible responses to a fork may include: (i) supporting the Protocol, Vaults, and Tokens on both chains; (ii) supporting the Protocol, Vaults, and Tokens on only one of the chains; (iii) supporting the Protocol, Vaults, and Tokens in different respects or to a different extent on both chains; or (iv) any other response or policy or procedure, as determined by us in our sole and absolute discretion. Each User assumes full responsibility to independently remain apprised of and informed about possible forks, and to manage the User’s own interests and risks in connection therewith.

#### **4. USE OF THE SERVICES.**

- 4.1 **License to the Services.** Subject to these Terms of Use, Company grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable 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 the Terms of Use. 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 **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.
- 4.3 **Certain Restrictions.** The Services are intended for your internal use only. The rights granted to you in the Terms of Use 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 WebApp;
  - (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 Terms of Use. We, and our suppliers and

service providers, reserve all rights not granted in the Terms of Use. Any unauthorized use of the Services may terminate the licenses granted by us pursuant to the Terms of Use.

**4.4 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 us, including without limitation any Supported Blockchain, any validator on such Supported Blockchain, our third-party identity verification providers, and your 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) we 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) we 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 our control, including without limitation the failure of a Supported Blockchain or other Third-Party Service.

**4.5 Company May Discontinue Services.** The Services are free applications operated and maintained in the sole and absolute discretion of the Company. We assume no duties, liabilities, obligations or undertakings to continue operating or maintaining the availability of the Services and may terminate or change the Services in any or all respects at any time. We may become unable or unwilling to fund the operational costs of the Services on a long-term basis or to fund the upgrade costs required to keep the Services up to date with current technologies. We have no obligation to ensure that the Services are complete and accurate sources of all information relating to the Protocol, Vaults, Supported Blockchains, or any other subject matter. The Services do not necessarily display all Tokens or Vaults that are available for staking or restaking in connection with the Protocol. Even if the Services currently display a particular Token or Vault, we may discontinue tracking and publishing information about that Token or Vault at any time, in our sole and absolute discretion. In the event of such a discontinuation, Users may need to rely on third-party resources such as block explorers in order to get equivalent information, and, depending on the User’s level of expertise and the quality of such third-party resources, this may result in the User incurring financial losses due to delays or mistakes in processing information or transactions.

**4.6 Company May Deny or Limit Access.** We reserve the right to terminate or limit any person’s User status or access to or use of the Services at any time, without or without notice, as determined in our sole and absolute discretion. Such terminations and limitations may be based on any factor or combination of factors, including a person’s identity, blockchain address, IP address, internet service provider, virtual provider network provider, metadata, browser software, device type, wallet application, wallet device, region of citizenship or residence or current location, or suspicion that User has engaged or intends to engage in any prohibited use.

**4.7 Cooperation With Investigations.** The Company reserves the right at all times to cooperate with any governmental or law enforcement investigation or to disclose any

information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, based on any applicable law, regulation, legal process or governmental request, in the Company's sole and absolute discretion.

**4.8 No Regulatory Supervision.** The Company and the Services are not registered or qualified with or licensed by, do not report to and are not under the active supervision of any government agency or financial regulatory authority or organization. No government or regulator has approved or consulted with the Company regarding the accuracy or completeness of any information available through the Services. Similarly, the technology, systems, Tokens, Vaults, and persons relevant to information published through the Services may not be registered with or under the active supervision of or be registered or qualified with or licensed by any government agency or financial regulatory authority or organization. The Company is not registered as a broker, dealer, advisor, transfer agent or other intermediary.

## 5. OWNERSHIP.

**5.1 Services.** You agree that as between you and us, we and our 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 and feedback forms, wiki site, Discord channels, forum, or other pages or means ("Feedback") is at your own risk and that we have 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 us 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. Any unauthorized use of any Services terminates the licenses granted by us pursuant

to this Terms of Use. You agree that you will abide by this Terms of Use and will not (and will not attempt to):

- 6.1** provide false or misleading information to Company;
- 6.2** use or attempt to use another User's Wallet or attempt to access any Wallet that you do not have the legal authority to access;
- 6.3** pose as another person or entity;
- 6.4** use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Services (including any "griefing attack" or theft), or that could damage, disable, overburden, or impair the functioning of the Services in any manner (including any "sybil attack", "DoS attack" or other attack);
- 6.5** develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services;
- 6.6** bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services;
- 6.7** attempt to circumvent any content-filtering techniques we employ;
- 6.8** 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;
- 6.9** use data collected from our Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- 6.10** bypass or ignore instructions that control all automated access to the Services;
- 6.11** use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Terms of Use;
- 6.12** 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;
- 6.13** 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;

6.14 use the Services to carry out any financial activities subject to registration or licensing in your jurisdiction except in strict compliance with applicable law;

6.15 use the Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise), defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others, publish, post, distribute or disseminate any inappropriate, profane, defamatory, obscene, pornographic indecent or unlawful topic, name, material or information;

6.16 upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same, and you understand that the burden of determining that any material is not protected by intellectual property laws rests with you;

6.17 use any content or information, including images or photographs, that are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;

6.18 upload, store, post, sell, or transmit through the Services any material that violates or infringes in any way upon the rights of others, or that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, that encourages conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law

6.19 upload or link to files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; or

6.20 use the Service to participate in fundraising for a business, protocol, or platform except in strict compliance with applicable law.

## 7. FEES; TAXES.

- 7.1 **Gas Fees.** Access to the Website and certain Services is free. However, you may be required to pay network transaction fees (“**Gas Fees**”) to complete or effect any transaction in connection with your use of the Protocol. Gas Fees are determined by market conditions on the applicable Supported Blockchain, and are not determined, set, or charged by Company. You are solely responsible for paying any Supported Blockchain Gas Fees in connection with your transactions using the Protocol. You agree that all Gas Fees are non-cancellable, non-refundable, and non-recoupable.
- 7.2 **Taxes.** You are solely responsible for determining what, if any, taxes (including without limitation federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties) apply to you and/or to any transactions involving your User Assets or transactions using the Protocol. You are solely responsible for paying any such taxes.

## 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 Terms of Use, 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 or any Vault. We reserve the right, at our 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 us 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 Terms of Use and/or your access to Services.

## 9. VAULTS; VAULT DEPLOYERS

- 9.1 **Vault Services.** Vaults may be created, deployed, owned, operated, managed, or administered by Vault Deployers other than the Company. The activities of Vault Deployers in respect of Vaults are not intended to be investment, tax, legal, or technological advice. Vaults are not intended to be depository or custodial products, and none of your Digital Assets are guaranteed by the Vault Deployer or any other person. Vault Deployers are not intended to be fiduciaries for any Vault User(s), or to act as a broker, custodian, investment adviser, or asset manager, and you agree, to the maximum extent permitted by applicable law, you hereby waive, release, and agree not to assert any claim or cause of action or allege any fact to the contrary. By using Vaults, you will always deploy your User Assets at your own risk, with full understanding that (i) your Digital Assets may lose some or all of their market value; (ii) your staked Digital Assets may be slashed partially or entirely as a

result of parameters that you cannot directly control or change; (iii) your digital assets may be compromised or stolen by malicious software attacks; and that (iv) your only recourse to prevent such risks after deploying to a Vault is to fully withdraw any staked Digital Assets during the applicable time-lock period of such Vault, which may occur without any affirmative notification being given to you by Vault Deployers or us.

- 9.2 **Vault Fees.** Vault Deployers may receive fees from staking or restaking activities, which may be based on Staking Rewards, incentive programs, and other sources (“**Vault Fees**”). Without limiting the generality of the foregoing, Vault Fees may be paid from Digital Assets deposited in Vaults. Any Vault Fees paid to a Vault Deployer from a Vault cannot be reclaimed after the execution of the relevant blockchain transaction(s).
- 9.3 **No Contractual Obligations.** **To the maximum extent permitted by law, no Vault Deployer will have any contractual obligations to you, any User, or any other third party arising from Vaults or any activities of the Vault Deployer relating thereto.**
- 9.4 **Conflicts of Interest.** You acknowledge and agree that Vault Deployers may have interests which conflict with Users. In such cases, they will not be required to give priority to any person’s interests. Your only rights and remedies as a Vault User will be those set forth in this Terms of Use.
- 9.5 **Vault Performance.** The results of Vaults may vary based on a number of factors, some of which may be subject to the discretion of Vault Deployers, whether upon the deployment of the Vault or on an ongoing basis thereafter (including selection of strategies and/or markets in which to deploy or stake assets). Vault Deployers do not guarantee the accuracy or reliability of their modeling and analysis, and in no event does their modeling and analysis reliably predict or guarantee expected performance. It further does not provide assurance against risk of loss. Users are solely responsible for their own decisions in determining which, if any, Vaults to deploy assets to.
- 9.6 **Third Party Beneficiaries.** Vault Deployers are intended third-party beneficiaries of all provisions of this Terms of Use relating directly or indirectly to Vaults and/or Vault Deployers, including without limitation this Section 9 and Sections 10 through 12, inclusive, and may assert, solely against Users and not against the Company, any all claims and defenses that the Company may assert against Users in respect of such provisions.
- 9.7 **Vault Deployer Indemnification of Company.** By virtue of becoming Vault Deployers and accepting any of the benefits of this Terms of Use, Vault Deployers hereby agree to indemnify the Company against, and hold the Company harmless from, any damages that may be suffered or incurred by the Company as a result of the gross negligence, willful misconduct, fraud or violation of any applicable law by the Vault Deployer.
- 9.8 **Opt-Outs by Vault Deployers; Termination of Third Party Beneficiary Rights by Company.** Any Vault Deployer may irrevocably opt out of receiving the benefits of this Terms of Use by providing written notice of such opt-out to the Company at the contact information indicated for the Company in this Terms of Use. Any Vault Deployer may be excluded from being a third-party beneficiary under this Agreement, with respect to any prospective (but

not past) period, by the Company sending written notice to the Vault Deployer of a termination of the Vault Deployer's rights and benefits hereunder, which may be effective 30 days or later from the date such written notice is delivered.

## **10. RELEASE**

TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU HEREBY RELEASE THE COMPANY PARTIES AND ALL VAULT DEPLOYERS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES (COLLECTIVELY, "**VAULT DEPLOYER 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 OR VAULTS, INCLUDING ANY DIMUNITION 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. You further acknowledge and agree that Vault Deployers are intended third-party beneficiaries of the foregoing release.

## **11. DISCLAIMER OF WARRANTIES AND CONDITIONS.**

**11.1 As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE MAXIMUM 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, FOR THEMSELVES AND VAULT DEPLOYER 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. **THE COMPANY PARTIES AND VAULT DEPLOYER 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 AND VAULT DEPLOYER 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 AND EACH VAULT DEPLOYER MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROTOCOL, ANY VAULT, OR YOUR USE OF THE SAME. THE COMPANY PARTIES AND VAULT DEPLOYERS 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.

- 11.2** 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.
- 11.3** 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 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.
- 11.4** **No Liability for Conduct of Third Parties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES AND VAULT DEPLOYER PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES OR VAULT DEPLOYERS 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 AND VAULT DEPLOYERS 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 OR VAULT DEPLOYER’S CONTROL, INCLUDING WITHOUT LIMITATION

THROUGH THE DEPLOYMENT OF USER ASSETS TO ANY SUPPORTED BLOCKCHAIN IN CONNECTION WITH THE SERVICES.

- 11.5 **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 neither Company nor any Vault Deployer shall 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.
- 11.6 **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.
- 11.7 **Intended Third-Party Beneficiaries.** Vault Deployer Parties are intended third-party beneficiaries of the foregoing provisions of this Section 11.

## **12. LIMITATION OF LIABILITY.**

- 12.1 **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL COMPANY PARTIES OR VAULT DEPLOYER 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 OR VAULT DEPLOYER 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.

**12.2 Cap on Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY PARTIES AND VAULT DEPLOYER 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 OR VAULT DEPLOYER PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY SUCH PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**12.3 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.

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

**12.5 Intended Third-Party Beneficiaries.** Vault Deployer Parties are intended third-party beneficiaries of the foregoing provisions of this Section 12.

**13. MONITORING AND ENFORCEMENT.** If Company becomes aware of any possible violations by you of the Terms of Use, 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 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 Terms of Use, (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.

**14. TERM AND TERMINATION.**

**14.1 Term.** The term of these Terms of Use commences on the date when you accept the Terms of Use (as described in the preamble above) and shall remain in full force and effect while you use any Services, unless terminated earlier in accordance with the terms set forth herein.

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

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

**14.4 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.

**14.5 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 Terms of Use which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, indemnification and limitation of liability.

**14.6 No Subsequent Use.** If your ability to access the Services, is discontinued by Company due to your violation of any portion of the Terms of Use, then you agree that you shall not attempt to access the Services.

**15. 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.

**16. DISPUTE RESOLUTION.**

**16.1** This Terms of Use and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the Cayman Islands, without regard to its conflict of laws rules.

**16.2** Any controversy or claim brought against the Company by or on behalf of any User relating to the subject matter of this Terms of Use (“**Dispute**”) shall be determined and resolved exclusively by confidential, binding arbitration.

**16.3** If a Dispute arises, any party to a Dispute may contact the other party in writing requesting (a “**Dispute Notice**”) that the Dispute is resolved in accordance with UKJT Digital Dispute Resolution Rules. If all parties to the Dispute do not agree to the Dispute being resolved in accordance with the UKJT Digital Dispute Resolution Rules within a period of 60 days from the date of the Dispute Notice, then the Dispute shall be determined and resolved exclusively by confidential, binding arbitration in accordance with Sections 16.5 and 16.6 below. The parties to any Dispute that is agreed to be resolved in accordance with the UKJT Digital Dispute Resolution Rules may agree to expert determination instead of arbitration, but in absence of agreement, arbitration shall prevail. The appointment body shall be the Society for Computers and Law, or any other ad-hoc group of independent lawyers qualified and experienced in advising on crypto-related matters as may be agreed by the parties to the Dispute.

**16.4** If a Dispute is not agreed to be resolved in accordance with Section 16.3 above, it shall be determined and resolved exclusively by confidential, binding arbitration conducted in accordance with the Cayman Islands Arbitration Act, 2012 (the “**Act**”) and administered by the Cayman International Mediation and Arbitration Centre Ltd under the CI-MAC Arbitration Rules 2023 (the

“Rules”). The seat or legal place of arbitration shall be George Town, Grand Cayman. The language to be used in the arbitral proceedings shall be English. The number of arbitrators shall be one.

**16.5** The arbitral tribunal shall have the powers applicable under the Act and the Rules including, without limitation, the power to order on a provisional basis any relief which it would have power to grant in a final award, and to award legal fees and expenses to the prevailing party or parties. The decision and award of the arbitral tribunal shall be final and binding, and shall be enforceable by any court of competent jurisdiction (including the courts of the Cayman Islands) in accordance with applicable legal requirements and international treaties. The Parties expressly waive any right under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the arbitrator.

**16.6** Each Party: (i) hereby irrevocably and unconditionally submits to the jurisdiction of the arbitral tribunal and the courts of the Cayman Islands for the purpose of any Dispute, including the enforcement of any decision of the arbitral tribunal as set forth above, (ii) agrees not to commence any Dispute except in accordance with this Agreement, including the use of binding arbitration as set forth above; and (iii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any Dispute, any claim that it is not subject personally to the jurisdiction of the arbitral tribunal or the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court.

**16.7** EACH OF THE PARTIES HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY DISPUTE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

## **17. GENERAL PROVISIONS.**

**17.1** **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.

**17.2** **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 Terms of Use or your use of Services.

**17.3 Assignment.** The Terms of Use, 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.

**17.4 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.

**17.5 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Services, please contact us at: [feedback@symbiotic.fi](mailto:feedback@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.

**17.6 Exclusive Venue.** To the extent the parties are permitted under this Terms of Use to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to the Terms of Use will be litigated exclusively in the courts of the Cayman Islands, sitting in Grand Cayman.

**17.7 Governing Law.** THE TERMS OF USE 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.

**17.8 Choice of Language.** It is the express wish of the parties that the Terms of Use and all related documents have been drawn up in English.

**17.9 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/permited by the Terms of Use, Company's dispatch of the email 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](mailto:notice@symbiotic.fi).

**17.10 Waiver.** Any waiver or failure to enforce any provision of the Terms of Use on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

- 17.11 Severability.** If any portion of this Terms of Use 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.
- 17.12 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.
- 17.13 Entire Agreement.** The Terms of Use 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.

## Symbiotic Points Program Terms

Last Updated: January 23, 2025

The Symbiotic Points Program (“**Points Program**”) is a promotional program of GPRP (“**Company**”, “**we**” “**our**”, or “**us**”), our affiliates or agents. Please read this Symbiotic Points Program Terms (this “**Points Program Terms**”) carefully. The Points Program Terms supplement the general Terms of Use of the Website and govern the Points Program. Capitalized terms used but not defined herein are defined in the Terms of Use.

### Points Program Overview

1. The Points Program is a promotional program sponsored by the Company, where participants (“**you**”, “**your**” or “**Participants**”) may be eligible to earn points (“**Points**”) by completing activities (“**Activities**”) and become eligible to receive rewards (“**Rewards**”).
2. The Points Program Terms, together with any documents incorporated by reference herein, govern your participation in the Points Program, including all related tools, web applications, smart contracts, and Application Programming Interfaces (APIs) made available thereon. By participating in the Points Program, you signify your consent to these Points Program Terms.
3. We reserve the right to change these Terms at any time at our sole discretion. In this case, we will provide notice by changing the “last updated” date above. All changes to the Terms are effective immediately when communicated on the Website. Your continued participation in the Points Program after the date of the updated Points Program Terms will constitute your acceptance of the updated Points Program Terms. If you do not agree with these Points Program Terms, please immediately cease all participation in the Points Program. Your only recourse in the case of disagreement is to stop participating in the Symbiotic Points Program.

### Terms

#### 1. Eligibility and Exclusion

By participating in the Symbiotic Points Program, you represent and warrant that you are eligible to use the Website, and without limiting the generality of the foregoing, you:

- a) are at least 18 years of age and have the right, authority, and legal capacity to accept these Terms;
- b) will not participate in the Symbiotic Points Program if the laws of your country of residence and/or citizenship prohibit you from doing so in accordance with these Terms;
- c) are not, and are not acting on behalf of any person or entity, subject to sanctions issued by the US, UK, or EU (“**Sanctioned Persons**”), or a citizen or resident of any sanctioned jurisdiction (“**Prohibited Jurisdictions**”);
- d) have not, and will not, use, or encourage, instigate, promote, facilitate, or instruct others to use the Symbiotic Points Program for any illegal, harmful, fraudulent, or infringing use;
- e) will participate in the Symbiotic Points Program solely for your own personal use;

- f) do not intend to transact with any Sanctioned Person or any person in any Prohibited Jurisdiction with regard to Rewards received;

We have the right to exclude you from participation at our sole discretion and for any reason, such as violation of these Points Program Terms or attempted manipulation of the Points Program. We reserve the right to take action against you and to deny or reclaim any Rewards that have been distributed to you or any other ineligible person. Additionally, we may suspend, modify or terminate the Symbiotic Points Program at any time without prior notice and without providing any explanation. In this case, we may decide to not award any Rewards to any Participant.

## **2. How to Participate and Duration of Symbiotic Points Program**

Subject to Section 1, you may participate in the Symbiotic Points Program by connecting your Wallet to the WebApp. **No purchase or payment of any kind** is necessary to enter and/or to participate in the Symbiotic Points Program.

## **3. Activities**

You must complete the Activities within the Symbiotic Points Program to accumulate Points and to be eligible to receive Rewards. A list of eligible Activities can be found [here](#).

Certain Activities include “locking” or “depositing” your Tokens into certain smart contracts (“**Locking Contracts**”). Please note that any such Activities may subject the Tokens to a minimum lock-up period (“**Minimal Lockup Period**”), during which time you will not be able to use or access the locked Tokens. After the Minimal Lockup Period has expired, you may unlock your Tokens from the Locking Contracts at any time. You understand and accept that the locking of Tokens in Locking Contracts is an on-chain transaction that may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. The locking and unlocking of Tokens are also subject to the payment of Gas Fees as defined in Section 6.

We make no warranties as to the security, functionality or availability of the Locking Contracts, as they may contain bugs, defects or errors (including any bugs, defects or errors relating to or resulting from the display, manipulation, processing, storage, locking, or unlocking of Tokens) that may materially and adversely affect the use or functionality of the Locking Contract or any product or system containing or used in conjunction with the Locking Contract.

We reserve the right to add, modify or remove Activities and modify the Tiering System (described below) at any time without prior notice and for any reason.

## **4. Points and Tiering System**

We may make eligibility for certain Rewards subject to the kinds and extent of your Activities within a tiering system (“**Tiering System**”). The Tiering System determines which, if any, type(s) of Rewards you are eligible to receive. The Tiering System is divided into two or more tiers, based on the number of Points you accumulate for each of the Activities you complete during the Points Program.

Points may be allocated a per-network basis, taking into account characteristics of the underlying Symbiotic network and stakes delegated to operators on the network through Vaults. We reserve discretion to determine the per-network rate of Point distribution and to provide a per-network upper limit on eligible stakes based on our assessment of network characteristics, including economic security needs, network utility, and capital efficiency.

Points are attributed to each participating Wallet address. **Points are non-transferable and do not have or represent any monetary value.** Any purported transfer of Points is void. As used herein, “transfer” means:

- a) the direct or indirect sale, transfer, exchange, assignment, delegation, pledge, charge, lending, hypothecation, creation of a swap or other derivative with respect to, or transfer or disposition of such Points or any interest, right, power, claim, obligation or liability relating to such Points;
- b) staking or depositing such Points in or otherwise placing such Points under the control, custody or escrow of a protocol or smart contract as a result of which such Points will be made available, even temporarily, for any transaction contemplated by the preceding clause ‘a’ or any functionally similar decentralized finance transaction, including transactions commonly referred to in the decentralized finance industry as “staking”, “liquidity mining”, “liquidity providing” (aka “LP’ing”), “farming” or “market making”;
- c) selling, publishing, sharing, disclosing, failing to properly secure or otherwise directly or indirectly making available to another person or the public the password, private key(s) or seed of a Wallet; or
- d) entering into or becoming subject to a legal order from a court of competent jurisdiction, contract, agreement or understanding, written or oral, contemplating or relating to any of the transactions referred to in the preceding clauses.

Without limiting the generality of the foregoing, “transfer” shall include entering into any short position, any “put equivalent position,” “call equivalent position”, option or contract to sell or purchase, forward contract (whether deliverable or non-deliverable, prepaid or postpaid, variable or fixed), cash-for-difference contract, or swap or other arrangement that directly or indirectly transfers to another, in whole or in part, any of the economic or other consequences of ownership or use of Points or any interest, right, claim, obligation or liability relating to such Points, in each case, whether any such transaction is to be settled by delivery of such Points, other virtual currencies or virtual mediums of exchange, in cash, or otherwise.

We reserve the right to modify the Tiering System at any time without prior notice and for any reason.

## 5. Rewards

### 5.1. Overview

By participating in the Points Program, accumulating Points, and completing the Activities, you may be eligible to receive Rewards. Rewards can be off-chain or on-chain, such as invitations to special events, early private access to new product features, sponsored transactions, digital collectibles (“**Non-Fungible Tokens**”, or “**NFTs**”) and other Tokens.

We reserve the right to offer Rewards in different forms, to allow our partners (“**Partners**”) to offer and distribute Rewards to you, to add new forms of Rewards and to discontinue offering certain forms of Rewards at any time and for any reason. We assume no liability for legal and/or material defects of the Rewards, including the Rewards of the Partners.

Participating in the Points Program, collecting Points and completing Activities does not grant you any claim, contractual or otherwise, to receive Rewards.

## **5.2. Distribution**

We reserve the right to make the receipt of Rewards conditional upon the successful completion of an identity verification process (“**Identity Check**”) and the verification of your control over your Wallet by any method determined by us in our sole discretion (“**Whitelisting Process**”). We or a KYC service provider selected by us (“**KYC Service Provider**”) may carry out the Identity Check and the Whitelisting Process.

You undertake to promptly provide all required information, including supporting documentation and other evidence, as may be reasonably requested by us, in order to complete the Identity Check and the Whitelisting Process.

**Please note that residents in certain jurisdictions may not be eligible for certain Rewards or Reward types.**

## **6. Gas Fees**

All transactions must be executed on a blockchain network, regardless of whether they are initiated in connection with the Points Program. Such transactions require the payment of Gas Fees, which depend on network and/or market conditions. You acknowledge and agree that Gas Fees are not charged by or paid to us, and are non-cancellable and non-refundable.

## **7. Partners of the Symbiotic Points Program**

**We may not be held liable for any and all legal, regulatory and/or material defects related to the Rewards and/or the reward programs provided by Partners.** The Partners are solely responsible for ensuring that their Rewards and/or reward programs are established and operated in accordance with any applicable laws and regulations and in accordance with their respective terms and conditions as published by Partner, including when such Rewards are granted for your use of Partner services via your Wallet, or when listed on our Website and/or announced on our social media and the like. None of the foregoing constitutes an endorsement by us of Rewards granted and/or the reward programs operated by Partners and does not give you any claim against us.

## **8. Third Party Links**

In connection with the Points Program, the Website may contain links to websites and content that is controlled or operated by third parties (“**Third Party Links**”). We are providing these Third Party Links to you only for convenience and the inclusion of any Third Party Links in the Symbiotic Points Program does

not imply any endorsement by us of the Third Party Links and/or their operators. We are not responsible for any content contained in or associated with the Third Party Links.

## **9. Intellectual Property Rights**

The Points Program and its 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 the Company, its licensors, or other providers of such material and are protected by Cayman Islands and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material in the Points Program without our prior written consent. The Company's name, logo, and all associated names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You may not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans in the Points Program are the trademarks of their respective owners. Under no circumstances does your use of the Points Program grant you any ownership rights or other interest in any such marks or content in the Symbiotic Points Program.

## **10. Risks**

By entering and participating in the Points Program, you affirm that you understand the risks associated with the use of cryptographic and blockchain-based systems and have a sound understanding of the use and complexities associated with digital assets. You acknowledge that you have read and agree with the risks and disclaimers set forth in the Risk Factor Disclosure Statement. In particular, you understand and accept that:

- Activities may require interaction with third party software, e.g., EVM networks, third-party Wallets, the modular open-source smart contract software code base and implementations of Vaults, or third-party DeFi protocols, such as cross-chain bridges, decentralized exchanges, lending and staking protocols (collectively "**Third Party Software**"). You understand and accept that such Third Party Software is emerging technology, and therefore there is no warranty that the interactions with it will be error-free and that there is an inherent risk that the Third Party Software, as well as any related technology or concept, may contain weaknesses, vulnerabilities or bugs causing, *inter alia*, the complete loss of your digital assets;
- by accessing, using or interacting with any Third Party Software or any of its related components, you are NOT interacting with us in any way;
- interactions with Third Party Software may be irreversible, and, accordingly, losses due to fraudulent, erroneous, or accidental interactions may not be recoverable;
- if the private key file, seed phrase, or password associated with your Wallet is lost or stolen, the digital assets, including any Rewards, associated with your Wallet will be unrecoverable and permanently lost. We have no control over your Wallet and are under no obligation to recover or replace your digital assets;
- the nature of digital assets may lead to an increased risk of fraud or cyberattacks; and
- digital asset markets are volatile in nature and influenced by factors such as adoption, speculation, technology, security and regulation.

## **11. Disclaimer of Warranties**

The participation in the Points Program is made at your own risk. You understand and agree that the Points Program is provided on an “as is” and “as available” basis and that the Company expressly disclaims any and all warranties or conditions of any kind, whether express, implied, statutory or otherwise.

Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Points Program. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Points Program, its content, or any services obtained through the Points Program will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Points Program or the server that makes it available are free of viruses or other harmful components, or that the Points Program or any services or items obtained through the Points Program will otherwise meet your needs or expectations.

We make no representations, warranties or covenants with respect to the access to, functioning and operation of any Third Party Software, including its individual smart contracts, user interfaces and/or software components, including with regard to its technical properties and/or characteristics or performance, or its actual or potential usefulness or suitability for any particular purpose.

Based on the above, you should verify all information before relying on it, and all decisions based on all information contained in the Points Program are your sole responsibility and we shall not be liable for any such decisions.

## **12. Limitation of Liability**

To the fullest extent permitted by law, in no event shall the Company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory (whether arising in contract or tort, including negligence), arising out of or in connection with your access to, use of, inability to use, or participation in the Points Program, your completion of any Activity, your access to and interactions with any Third Party Software, Third Party Links, or any content in the Points Program 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, or loss of data, even if foreseeable.

## **13. Indemnification**

You agree to defend, indemnify, and hold harmless the 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 and all third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Points Program Terms or your access and participation in the Points Program.

## **14. Privacy Policy**

Please see our [Privacy Policy](#) to understand how we collect and use and disclose your personal data.

## **15. Miscellaneous**

### **15.1. Feedback**

We appreciate and encourage you to provide feedback to the Points Program. If you provide feedback, you agree that we are free to use it and may permit others to use it without any restriction or compensation to you. All feedback, comments and other communications relating to the Symbiotic Points Program can be directed to: [feedback@symbiotic.fi](mailto:feedback@symbiotic.fi).

### **15.2. Tax Considerations**

It is your sole responsibility to seek relevant tax advice to comply with any applicable tax obligations in whichever jurisdiction and to measure the tax impact of entering and participating in the Points Program, including your receipt of any Rewards.

You are solely responsible for all direct or indirect taxes, duties, charges, levies, contributions and withholdings or other fees of any kind payable under the laws of any relevant country, as well as all penalties, interest, surcharges and other costs related thereto, imposed on the Rewards.

### **15.3. Relationship**

Nothing contained herein shall be construed to create or imply a joint venture, principal and agent, employer or employee, partnership, or any other relationship except that of independent contractors between you and the Company, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with the performance hereunder.

### **15.4. Entire Agreement**

These Points Program Terms contain the entire agreement between you and the Company regarding the subject matter hereof, and supersedes all understandings and agreements, whether written or oral.

### **15.5. Severability**

If any provision of these Points Program Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, these Terms shall be modified to effectuate the original intent of the Parties as closely as possible.

### **15.6. Governing Law; Jurisdiction**

These Points Program Terms shall be governed and construed in accordance with the substantive laws of the Cayman Islands, without regard to its conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall be excluded. Any dispute arising out of or in conjunction with these Points Program Terms shall be resolved as set forth in the Terms of Use.

## Symbiotic Protocol Risk Factor Disclosure Statement

This Protocol Risk Factor Disclosure Statement (this “***Disclosure Statement***”) aims to disclose, describe, and disclaim known or plausible risks related to the Symbiotic Protocol and smart contract system (together, the “***Protocol***”) and its related technology ecosystem (the “***Ecosystem***”). It is intended to disclaim any legal obligations of Ecosystem participants (“***Users***” or “***you***”) to one another and third parties, and to serve as a guide to a range of potential risks, uncertainties, and adverse/negative facts that may be associated with the Protocol, its use and results of its operation. If any of these risks materialize, the Protocol or Ecosystem may be adversely impacted (up to and including catastrophic failure or total shutdown) and any blockchain tokens (“***Tokens***”) related to or used in or by the Protocol may be irrevocably lost or destroyed or may otherwise lose some or all of their economic value.

It is highly recommended that you carefully review the Disclosure Statement before using the Protocol or engaging in activities related to the Ecosystem, whether directly or indirectly. Nevertheless, this Disclosure Statement might not be a comprehensive account of all relevant risks, uncertainties, or adverse/negative facts. Users of the Protocol are solely responsible for all risks relating to their use of the Protocol or activities related to the Ecosystem. It is recommended that you consult legal, financial, tax and other professional advisors or experts before using the Protocol or engaging in activities related to the Ecosystem. It is not recommended to use the Protocol unless you have prior experience with cryptographic tokens, blockchain-based software applications (including wallet software) and distributed ledger technology.

Beyond this Disclosure Statement, you should also be aware of and consider reviewing the following sources of information relevant to the Protocol and Ecosystem:

- the Symbiotic Protocol software code (available at: <https://github.com/symbioticfi>)
- the Symbiotic Protocol documentation (available at: <https://docs.symbiotic.fi/>)
- the Symbiotic Protocol Terms of Use (available at: [https://app.symbiotic.fi/terms\\_of\\_use.pdf](https://app.symbiotic.fi/terms_of_use.pdf))
- the Symbiotic Protocol Blog (available at: <https://blog.symbiotic.fi/>)
- all relevant legal, technical and educational content pertaining to relevant third-party ecosystems, including those relating to the Ethereum blockchain.

## Technology Risks

### No Warranties Etc.

The Protocol and all other relevant technologies are being provided on an as-is basis, without representation, warranty, insurance or indemnity. All use of the Protocol and related Ecosystem is solely at your own risk.

### Irreversibility of Transactions and Lack of Remedies and Insurance for Damages.

Blockchain transactions are, under normal conditions, irreversible. Any tokens you deposit into Protocol-related smart contracts are subject to potential risk of permanent disablement, impairment, loss or forfeiture in the event of any exploits, bugs or malfunctions of the relevant smart contracts or the underlying blockchain itself, and no remedy will be available from any person due to any damages you may suffer in connection with your use of the Protocol or participation in the Ecosystem or use of any of the relevant technologies.

### Experimental Technology; Technical Risks; Independent Due Diligence Required.

The technologies and assets involved in the Protocol and Ecosystem are highly experimental and risky, have uncertain and potentially volatile value, and should be directly evaluated by experts in blockchain technologies before use. Use them solely at your own risk. You must not rely on any articles, summaries or published code audits as an accurate description or evaluation of the Protocol, Ecosystem, or any other blockchain system, or for purposes of making any financial or other decision. You must only use the Protocol after thoroughly reviewing and understanding the code of the relevant smart contracts and Ecosystem in your own independent due diligence process.

### No Control Over Connected Blockchain Networks.

The Protocol is a permissionless shared security protocol and coordination framework intended to enable effective decentralization and alignment for blockchain networks (each, a “**Network**”). The Protocol does not, however, control any Network; instead, Networks and their related elements (such as smart contract code or parameters) may be controlled, governed, managed, or administered through a variety of mechanisms particular to each Network, including decentralized Token holder voting (with or without delegation), centralized or permissioned controls, cryptographic multisignature security schemes (described below), or other mechanisms. Such mechanisms may be intentionally or inadvertently used to change smart contract code, parameters, or other elements in a way that could result in the irretrievability, “slashing”, or other loss of Tokens, failure of the Protocol, or other material risks. You should understand the operations and governance of Networks and all related technologies and software code before using the Protocol on or with any Network, and all such use is at your own risk.

### No Control Over Vaults or Vault Managers.

The Protocol operates through delegation and restaking management layer composed of “**Vault**” smart contract systems, which handle and process software logic related to Token

deposits, withdrawals, and cryptoeconomic incentive mechanisms. Vaults are deployed and/or operated permissionlessly by “**Vault Owners**”, who are natural or legal persons who define delegation and restaking strategies to operators across Symbiotic Protocol networks. While some Vaults are immutable, others are configurable by their respective Vault Owners. Such Vault Owners may intentionally or inadvertently change or configure smart contract code, parameters, or other elements in a way that could result in the irretrievability, “slashing”, or other loss of Tokens deposited in the Vault, or other material risks. Even where Vaults are configured to be immutable, they may be misconfigured when originally deployed. You should understand the operations and governance of Vaults and all related technologies and software code before using the Protocol on or with any Network, and all such use is at your own risk.

### Multisignature Protocol Controls

Certain elements of the Protocol may be subject to modification or control by a cryptographic multisignature security scheme (each, a “**Multisig**”). Each Multisig, in turn, is administered by natural or legal persons who each hold a private key, a subset of which may (by signing their respective private keys to the same transaction and broadcasting that transaction to blockchain validators) instruct validators to perform Multisig operations. It is possible for Multisig key holders, through Multisig, to change certain parameters, addresses, or smart contracts of the Protocol or other related technologies. This discretion of Multisig key holders constitutes a material risk, and could enable your tokens to be adversely impacted, lost, damaged, used in unexpected ways, subjected to unexpected risks, or misappropriated.

### Other Ecosystem Multisigs

Systems not constituting a part of Protocol, but used in the functioning of Protocol within the Ecosystem, may also be subject to control by Multisigs, or even by single administrative accounts. Such systems may include Vaults, liquidation bots, the blockchain systems on which the Protocol is used or deployed, and other relevant technologies. Any mutability of such systems through their respective Multisigs or other control accounts may adversely affect the functioning of the Protocol, Protocol smart contracts, or components of the Ecosystem. Please be aware of all such dependencies and review their applicable code and documentation to understand these risks.

## **Financial Risks**

### Risks of Token Deposits and Locking.

When you deposit any Tokens into Vaults using the restaking/delegation functionality of the Protocol, you are committing such Tokens to the sole and absolute control of the applicable software systems until such time as you withdraw the Tokens from such smart contracts. Staking with a validator, and certain other staking, re-staking or deposit mechanisms, may not allow for immediate withdrawal of Tokens. If a lockup period or ‘unbonding’ period or other limit on withdrawals applies, you will not be able to withdraw Tokens until the applicable period expires. During the time your Tokens are controlled by the applicable software system, you will lose all powers over and benefits with respect to such Tokens, other

than the specific uses that such code allows you to make of such Tokens during the deposit period, if any. You may lose financial opportunities, or the value of your Tokens may decline during such deposit periods. Depending on the exact technology and functions involved, even systems that normally allow immediate withdrawals can impose withdrawal delays or have withdrawals become unavailable, whether as a result of “slashing events,” “liquidation events,” “illiquidity events”, “insolvency events,” “hacks,” “exploits,” or otherwise. Any such events may lead to partial or total financial loss of your Tokens.

#### Risks of Slashing.

Cryptoeconomic incentive structures are an inherent aspect of all staking and restaking systems. Such incentive structures include the potential for destruction or forfeiture (“slashing”) of Tokens in response to intentional or inadvertent failures to perform system functions within designated time periods. As a shared security protocol, Tokens deposited in Vaults or otherwise used by Protocol may be directly or indirectly subject to slashing as a result of actions (or inactions) by Vault Owners operation of one or more different sets of Network rules (as determined by the configuration of the respective Vaults). Any such events may lead to partial or total financial loss of your Tokens.

#### Risks of Misappropriation.

Each Vault Owner has the ability to configure and deploy Vaults independently and permissionlessly. Tokens deposited in Vaults are subject to the exclusive control of their respective Vaults’ software-encoded rules and procedures. It might be possible for a Vault Owner to configure a Vault in such a way as to permit the Vault Owner or other person to misappropriate or otherwise irrevocably lose or destroy Tokens. Any such events may lead to partial or total financial loss of your Tokens.

#### Tax Risks.

Choosing to receive any Tokens—including Tokens received as staking or restaking rewards, “liquid staking” Tokens, or “receipt” Tokens representing deposits in Vaults—can have adverse tax consequences and result in financial losses net of taxes, depending on your circumstances and tax jurisdiction. Engaging in staking or restaking, validating, or Vault operation may have adverse tax consequences and result in financial losses net of taxes, depending on your circumstances.

#### ***Risks of Protocol Research, Development, Deployment, Maintenance, Etc.***

#### Risks of No Promised Efforts or Resources.

The Ecosystem is intended to be community-governed. After the public launch of the Protocol, none of the persons who created all or any part of the Protocol or related smart contract system should be expected to have a material ongoing role in Protocol research, development or promotion. Certain relevant parties may elect to undertake limited ministerial activities directly or indirectly related to the Protocol, such as maintaining availability of a web interface to the Protocol, but no promise, guarantee or assurance of such

ministerial efforts or any other efforts is being made, and any such efforts which do occur may be abandoned at any time, with or without advanced notice.

No person or entity has promised you, or assumed any obligation to you to exert or provide financial or other support for, any efforts, capital or resources in connection with the Protocol. No person or entity has promised you, or assumed any obligation to you to exert or provide financial support for, any research, development, promotion, marketing, maintenance, monitoring, or improvements relating to the Protocol. Any past, present or future efforts on the part of any entity or person are being conducted on a voluntary and not committed basis, and are not intended as, and must not be construed or relied upon as, a promise of continuing efforts.

Risks of Decentralized Governance.

Any smart contract parameter adjustments, network client updates, Vault (re-)configurations, or other changes required to the Protocol or any related components may require approval of many different stakeholders (including Token holders on different Networks, Vault Owners, Network validators and other groups), which comprise a dispersed group of persons that may be unable or unwilling to sufficiently coordinate to produce action.

***Nature of Protocol Documentation, Articles, Interviews, Podcasts, Tweets, Etc.***

Informational Purposes Only; No Warranties.

All publications, articles, blogs, tweets, messages, posts, documents, statements, analyses and information relating to the Protocol or Ecosystem (collectively, "**Ecosystem Content**") are intended solely for general educational purposes regarding the software systems relating to the Protocol or Ecosystem and not as financial, legal, accounting, investment, or other advice or services. Accessing or using the Ecosystem Content does not create any fiduciary, service or other contractual or common law relationship between you and the persons who produce or publish the Protocol.

The Ecosystem Content is not intended as and does not provide or create or constitute a part of any advice, representation, warranty, certification, guarantee, promise, offer, solicitation, undertaking, service, indemnity, insurance, partnership, joint venture, or enterprise, express or implied. The Ecosystem Content is not and does not constitute a part of an offer or agreement to make any products or services available now or in the future, to maintain or update or improve any technologies or content, or to sell or buy or otherwise transact in any asset or enter into any transaction.

The Ecosystem Content may be inaccurate, incomplete, out-of-date, or biased. The Ecosystem Content may utilize incorrect data and assumptions, make incorrect predictions, or fail to account for material risks. The Ecosystem Content was not prepared by fiduciaries, has not been assessed by independent third parties and may have been prepared by persons with undisclosed material conflicts of interest.

All use of the Ecosystem Content and the technologies described therein is solely at your own risk. You must not rely on the Ecosystem Content as a basis for making any financial or other decision but must instead conduct your own independent due diligence into all relevant matters or engage your own professional advisors to conduct such due diligence on your behalf.

No Governmental/Regulatory Review or Approval.

The Ecosystem Content and the matters described in the Ecosystem Content have not been reviewed, approved, endorsed, opined on, licensed or registered by or with any regulator or other entity (including governmental agencies, commissions, and self-regulatory organizations), and the authors of the Ecosystem Content are not licensed to provide any legal, financial, accounting, investment, broker, dealer, or other advice or services.

Uncertain Nature of Forward-Looking Statements; No Duty to Update.

The forward-looking statements in the Ecosystem Content are subject to numerous assumptions, risks and uncertainties, and thus the events described or predicted therein are subject to change or to fail to occur in accordance therewith. The authors of the Ecosystem Content undertake no obligation to update, supplement or amend any statement that becomes inaccurate or incomplete after the date on which the Ecosystem Content is first published, or to alert the public as to any such inaccuracy or incompleteness, whether such inaccuracy or incompleteness arises as a result of new information, changes in plans, unanticipated events or otherwise.

**Cybersecurity Risks**

Risk of Third-Party Hacks and Social Engineering Attacks.

Like any other software, the Protocol and Ecosystem could be at risk of third-party malware, hacks, or cybersecurity breaches, including social engineering attacks directed at or through social media channels used to provide Ecosystem Content or to communicate with Users. In the event of such an attack, user assets may be misappropriated by theft or fraud. Users are responsible for securing and monitoring their own assets and confirming that the smart contracts or function calls thereof are consistent with user intentions.

**Risks of Differences Between DeFi and TradFi**

No Regulations or Deposit Insurance Apply.

Vaults are smart contract systems, not banks. Use of the terms 'deposit' and 'withdrawal' with respect to Vaults and Tokens is metaphorical, and refers generally to Protocol processes restricting/enabling Token transferability, not bank deposits. Deposits are not insured by or through any deposit insurance scheme applicable to banks. Consumer lending laws, deposit maintenance requirements, solvency requirements and other banking regulations do not apply to Vaults or the Protocol.

Metaphorical Use of Financial Terms; Lack of Legal Recourse for Funds.

When used in connection with the Protocol, terms such as ‘deposit’, ‘withdraw’, ‘collateral,’ ‘yield,’ and other similar terms are not meant to be interpreted literally. Rather, such terms are being used to draw rough, fuzzy-logic analogies between the heavily automated and mostly deterministic operations of a decentralized smart contract system, on the one hand, and the discretionary performance of traditional legal and fiduciary transactions by people, on the other hand.

For example, a ‘deposit’, in ordinary parlance, is an agreement entrusting a depositor-creditor’s property to another person (often a bank or financial institution) for safekeeping within certain parameters, including a legally-enforceable promise that the trustee will return the property on demand. Such deposits cannot exist without legal agreements and cannot be enforced without courts of law. By contrast, with the Protocol, there are no legal agreements, promises of (re-)payment or courts of law, and therefore there are no deposits, withdrawals, or other traditional legal or fiduciary transactions involved in using the Protocol.

Instead, the Protocol consists of software (including embedded game-theoretic incentives and assumptions) through which people can share their tokens with other people or smart contract systems and, under normal and expected conditions and subject to various assumptions regarding the behavioral effects of incentives, probably get their tokens back eventually, plus extra tokens, most of the time or in most cases. The Protocol or Vault smart contracts could malfunction or suffer a loss that results in complete or partial failure to return the ‘deposited’ tokens to the Token ‘depositors’. In this case, the token ‘depositors’ could suffer loss of tokens, but they will not have a legal remedy against the relevant Protocol or Vault smart contracts. Smart contracts are not persons, are usually not under the full control of any person or group of persons and may be impossible to repair, debug, update, pause or reverse. You should assume that a malfunctioning, exploited or underperforming smart contract which is not under the discretionary control of a single person or entity cannot be forced (in court or otherwise) to pay the ‘deposited’ tokens back.

Any ‘rate,’ ‘APR,’ ‘APY,’ ‘yield,’ ‘interest rate,’ ‘ROI’ or other form of return stated in connection with the Protocol for depositing, staking or otherwise transacting in a given Token, strategy or smart contract system (a “**Rate**”) is based on estimated current values of specific relevant Tokens and projected operation of various relevant smart contract systems. Each Rate is a forward-looking projection based on a good faith belief of how to reasonably project results over the relevant period, but such belief is subject to numerous assumptions, risks and uncertainties (including smart contract security risks and third-party actions) which could result in a materially different (lower or higher) U.S. Dollar-denominated ‘rate,’ ‘APR,’ ‘APY,’ ‘yield,’ ‘interest rate,’ or ‘ROI.’

Rates are not offers, promises, agreements, guarantees or undertakings on the part of any person or group of persons, but depend primarily on the results of operation of smart contracts and other autonomous or semi-autonomous systems (including third-party systems) and how third parties interact with those systems after the time of your deposit. Even if a particular smart contract system performs as expected, you may still suffer a financial loss in fiat-denominated terms if the fiat-denominated value of the relevant Tokens

(your deposit and any tokens allocated or distributed to you pursuant to the Rate) declines during the deposit period. Projected Rates are not interest rates being paid on a debt.

Thus, the transactions you can perform by using the Protocol, although they are superficially similar to traditional financial transactions in some ways, are in fact very different. ‘DeFi’ and ‘TradFi’ each pose their own unique set of costs, benefits, risks and protection mechanisms. Please bear this fact in mind when reading about the Protocol, and do not use the Protocol or Vaults without a sufficient understanding of how doing so differs from traditional financial transactions. The only way to fully understand such factors is to have a strong understanding of the relevant technical systems and the incentive design mechanisms they embody — we strongly encourage you to review the Protocol’s technical documentation and code before use.

#### No Investment or Lending; No Contract Rights; Absence of Counterparties.

Your transactions utilizing the Protocol or Vault smart contract systems are not intended to be an investment, a capital-raising transaction for an enterprise, a sale of your Tokens to any person or group of persons or a purchase of Tokens from any person or group of persons. They are also not intended to be a loan, consignment or deposit of your Tokens to or with, or a service provided to you by, any person or group of persons. Your deposited and/or locked Tokens will not be owned by or under the control of any person or group of persons involved in creating the Protocol, but will be under the control of blockchain-based smart contract code. These smart contracts are operated on an unaffiliated basis by the proof-of-stake block validators for Ethereum or another blockchain. However, these validators also do not have individual ownership or control of the relevant smart contracts or their respective blockchains, and such validators lack any obligation or readily available method to coordinate a reversal or mitigation of any adverse results or damages you may suffer as a result of the operation of such smart contracts. There is no ‘transaction counterparty’ or intermediary which has the discretionary power to reverse your transactions or recover your tokens or other assets, or which has made you a promise to return or refund any disabled, impaired, lost or forfeited assets. There is also no private or governmental insurance (on the part of the creators of the Protocol or related smart contract system, Network validators, any nation-state or any other person) available to compensate you for any such losses or other adverse circumstances relating to Protocol or Vault transactions.

#### Lack of Governmental/Regulatory Oversight.

The Protocol, Vaults, Networks and all related facts and circumstances have not been reviewed, approved, endorsed or registered with any regulator or other governmental entity. The creators of the Protocol and the validators who operate Networks are not licensed by any regulator or other authority to provide any legal, financial, accounting, investment or other advice or services.