

# Gluon Yield Aggregator

## Terms of Service

Last updated: [27 March 2024]

Gluon is a distributed set of specially-developed smart contracts (each, a "**Smart Contract**") deployed on the [Ethereum, Cosmos and Solana blockchain network or such other compatible blockchain network, as the case may be (each, the "**relevant Blockchain Network**") which is a one-stop cross-chain technical tool allowing any user to participate in and create token vaults (**Strategy Vaults**), which are digital wallets which enable users to self-administer their digital portfolio and further algorithmically trade pre-programmed strategies on supported third party decentralised crypto borrowing/lending/yield protocols or marketplaces, based on parameters selected by that user. All interactions between users and managers/creators of the Strategy Vaults as well as third party protocols or marketplaces operate in a peer-to-peer manner. Gluon and the Strategy Vaults may be visualised on a user interface that the user can interact with, including but not limited to the website at <https://gluon.zone> and each of their subdomains, or our mobile or web applications (the "**Site**"). The Smart Contracts and the Site are collectively referred to in these Terms as (the "**App**"). Using the App, users can interact with the underlying Smart Contracts to create Strategy Vaults, view their Strategy Vaults created or accessed, interact with other users in the Gluon ecosystem, or view the activities performed by various Strategy Vaults.

UnUniFi S.A. (the "**Company**", "**we**", "**our**" or "**us**") is making the Smart Contracts and the App available to you. Before you use the App, the Smart Contracts, or the Site, however, you will need to agree to these Terms of Use and any terms and conditions incorporated herein by reference (collectively, these "**Terms**"). **PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE APP, THE SMART CONTRACTS, OR THE SITE. THESE TERMS GOVERN YOUR USE OF THE APP, THE SMART CONTRACTS, AND THE SITE, UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE. WE ARE ONLY WILLING TO MAKE THE APP, THE SMART CONTRACTS, AND THE SITE AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE APP, THE SMART CONTRACTS, THE SITE, OR ANY PART OF THEM, OR BY CLICKING "I ACCEPT" BELOW OR INDICATING YOUR ACCEPTANCE IN AN ADJOINING BOX, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY'S BEHALF, IN WHICH CASE "YOU" WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE UNWILLING TO MAKE THE APP, THE SMART CONTRACTS, OR THE SITE AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE APP, THE SMART CONTRACTS, OR THE SITE.**

By clicking "I Accept" or otherwise indicating your Acceptance, you agree to be bound by these Terms and affirm that you are of legal age to enter into these Terms where you live and have the legal capacity to enter into these Terms. Without limiting the foregoing, by using the App, you acknowledge and understand that laws regarding digital assets, financial instruments, or investment products which may include digital assets, may vary from jurisdiction to jurisdiction, and it is your sole obligation to ensure that you fully comply with any law, regulation or directive, relevant to your jurisdiction with regard to the use of the App. For the avoidance of doubt, the

ability to access the App does not necessarily mean that the App, or your activities through it, are legal under the laws, regulations or directives relevant to your jurisdiction. All of the App or the services made available through the App may not be available to all users, and we reserve the right to assess or reassess at any time your eligibility to use all or part of the App. The App does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such an offer or solicitation.

Supplemental terms and conditions or documents that may be posted on the App from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes to the Terms from time to time. We will alert you of any changes by updating the "Last Updated" date of these Terms (on the first page hereof), and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site, the App, and the Smart Contracts after the date such revised Terms are posted.

## **1. The App**

- 1.1. To most easily access the App, you may first install a web browser (such as the Google Chrome web browser) and an electronic wallet service compatible with Gluon and the relevant Blockchain Network. These electronic wallets allow you to purchase, store, and engage in transactions via the relevant Blockchain Network in respect of your digital assets, and in particular they allow you to interact with third party protocols or marketplaces. You will not be able to engage in any transactions on the App other than through supported electronic wallet services, or other browsers compatible with Gluon and the relevant Blockchain Network.
- 1.2. Transactions that take place on the App are managed and confirmed via the relevant Blockchain Network. You understand that your public address on the relevant Blockchain Network will be made publicly visible whenever you engage in a transaction on the App.
- 1.3. Gluon is a non-custodial protocol, therefore the App does not hold or control your digital assets. Any digital assets which you may acquire through the usage of the App will be held and administered solely by you through your selected electronic wallet, and we shall have no access to or responsibility in regard to such electronic wallet or digital asset held therein. It is solely your responsibility to select the wallet service provider to use in connection with the App, and your use of such electronic wallet will be subject to the governing terms of use or privacy policy of the provider of such wallet. We neither own nor control your selected electronic wallet service, your selected web browser, any electronic wallet, the relevant Blockchain Network, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the App. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.
- 1.4. The Company will not create any hosted wallet for you or otherwise custody digital assets on your behalf, and it is your sole responsibility to maintain the security of your

selected electronic wallet. In the event that you lose access to your electronic wallet, private key(s), password(s), or other method(s) of securing your Wallet, all digital assets held in such wallet may be irretrievable, and the Company will be unable to assist you in any way. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against the Company, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to your use of any wallet software, associated loss of digital assets, transaction failures, or any other defects that arise in the course of your use of your electronic wallet, including any losses that may obtain as a result of any failure of any Smart Contracts, the Site or the App.

- 1.5. The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, all or any part of the Site or the App with or without notice. You agree that the Company will not be liable to you or to any third party for any modification, suspension or discontinuance of all or any part of the Site or the App.
- 1.6. The publicly deployed Smart Contracts you interact with are experimental in nature and you should not utilise the Smart Contracts or Strategy Vaults for deployment of any substantial amount of digital assets.
- 1.7. We reserve the right to disable access to the App, the Site or the interface at any time in the event of any breach of the Terms, including without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. Further, we reserve the right to limit or restrict access to the App or the Site by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the App or the Site being inaccessible to you at any time or for any reason.

## **2. Services**

- 2.1. The App is an administrative platform offering technical tools which batch automatic algorithmic operation with cross-chain interoperability technology into one unified dashboard, which freely allows user autonomy to be expressed, but at the same time incorporates elements of third-party custodial and various security measures. Users may freely select and combine how they wish to allocate their digital assets (which covers typical "utility" or "payment " tokens as well as real-world asset tokens) or customise their specific strategy. The Company has deployed the Smart Contracts on the relevant Blockchain Network for users to utilise in accordance with these Terms. Users may directly call the functions of the Smart Contracts directly, or access them via the user interface provided by the App.
- 2.2. Through use of the App, individuals can interact with the relevant Blockchain Network to create Strategy Vaults, deposit digital assets (for example, USDC, USDT, ETH, GUU or other supported digital assets) into such created Strategy Vaults, withdraw assets from such Strategy Vaults, select and program the parameters for a variety of yield strategies (e.g. the relevant Blockchain Network to allocate digital assets, specific underlying third party borrowing/lending/yield protocols, marketplaces or yield farms to interact with, desired yield, strategy duration, custody/security/risk options, and collateral integration of third party strategies), and then algorithmically trade these strategies cross-chain without intermediaries, while remaining in control of their digital

assets. The Company does not (a) endorse any particular Strategy Vault, provide recommendations, or otherwise advise users with respect to any particular Strategy Vault created, nor does the Company (b) engage in any marketing, promotion, advertisement or offer for any underlying third party borrowing/lending/yield protocols, marketplaces or yield farm, and nothing thereon is intended to be personalised financial advice to users of Gluon. Users are solely responsible for any losses, damages or costs resulting from their own decision to interact with Gluon.

- 2.3. As the protocol develops there will be certain users which play the role of "managers" on Gluon, which create and manage Strategy Vaults. Managers are free to determine the overall strategy and fee structure, supported digital assets for any Strategy Vault, as well as risk/access limits for each of the underlying third party borrowing/lending/yield protocols, marketplaces or yield farms, all of which will be notified by the manager upfront to a user depositing digital assets into Strategy Vaults. The contractual relationship between the manager of Strategy Vaults and a user depositing digital assets into Strategy Vaults will be governed by the separate terms notified by the manager to the user, and the manager wholly assumes all responsibility towards the user depositing digital assets into Strategy Vaults. The Company shall in no circumstances be construed as a party to said contract, is not liable for performance of obligations thereunder, nor does it bear any financial or commercial risk in connection with the same.
- 2.4. Once Strategy Vaults are created, other users may interact with the Smart Contracts in respect of Strategy Vaults to deposit assets to customise, access and operate their desired trading strategy. All interactions between Strategy Vaults and deposited digital assets operate in a peer-to-peer manner via supported third party decentralised crypto borrowing/lending/yield protocols or marketplaces. In particular, users agree and acknowledge that notwithstanding that some of these third party protocols or marketplaces selected by the user may comprise centralised elements whereby digital assets (placed in connection with participation with such protocols or marketplaces) are held in custody by a third party, Gluon is a non-custodial protocol and the Company strictly does not act as any custodian in respect of any digital assets, so the Company does not have access to, and cannot withdraw or transfer, any digital assets deposited in Strategy Vaults that users may elect to deploy.
- 2.5. All interactions between depositors and managers of Strategy Vaults on Gluon operate in a peer-to-peer manner. Depositors and managers of Strategy Vaults enter into a direct contractual relationship via the autonomous Smart Contracts allowing users to create Strategy Vaults, and therefore depositors and managers wholly assume mutual responsibilities and obligations. There is no further control by or interaction with the Company (or the relevant affiliate) which had deployed the Smart Contract. The Company and its affiliates shall in no circumstances be construed as a party to said peer-to-peer direct contractual relationship, is not liable for performance of obligations thereunder, nor does it bear any financial or commercial risk or provide any warranties or assurances in connection with the same.
- 2.6. The App provides a visual user interface allowing users to interact with Strategy Vaults, and it does not act as an agent for any of the users. Although the App is intended to display accurate and timely information regarding Strategy Vaults and ancillary information, the App or relevant tools/information may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical

errors. The pricing information data provided through the App does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Company or the App. Accordingly, users should verify all information before relying on it, and all decisions based on information contained on the App or tools/information tools are at the sole responsibility of each user. Notwithstanding any of the other provisions in these Terms, any photographs, graphic illustrations, videos, models, charts, designs, or examples on the site are strictly for information purposes only and have no contractual value nor form the basis of any contract with the Company.

- 2.7. Neither the Company, the Site, the App, nor any supported third party decentralised crypto borrowing/lending/yield protocols or marketplaces provide any portfolio/fund management services in connection with the Strategy Vaults. You should carefully review all claims and representations made by managers/creators of Strategy Vaults as well as selected parameters of the same, before making any decision to create or operate any Strategy Vault. If you choose to engage in transactions relating to Strategy Vaults or any content on the Site or the App, then such decisions and transactions and any consequences flowing therefrom are your sole responsibility. In no event shall the Company, its affiliates or their respective directors or employees be responsible or liable to you or anyone else, directly or indirectly, for any damage or loss arising from or relating to any interaction or continued interaction with Strategy Vaults, or reliance on any information provided on the Site or the App (including, without limitation, directly or indirectly resulting from errors in, omissions of or alterations to any such information).
- 2.8. THE APP SOLELY FUNCTIONS AS AN ADMINISTRATIVE PLATFORM WHICH CONNECTS USERS CREATING STRATEGY VAULTS WITH USERS WHICH WISH TO ACCESS STRATEGY VAULTS. IN NO CIRCUMSTANCES SHALL THE COMPANY, THE SMART CONTRACTS, THE SITE OR THE APP BE CONSTRUED AS A LENDER, DIGITAL ASSET EXCHANGE, BROKER, DEALER, FUND MANAGER, FINANCIAL INSTITUTION, EXCHANGE, CUSTODIAN, ROBO-ADVISOR, INTERMEDIARY, OR CREDITOR. THE SITE DOES NOT FACILITATE TRANSACTIONS BETWEEN BUYERS AND SELLERS, INCLUDING WITH RESPECT TO ANY TRANSACTIONS THAT OCCUR DURING ANY REBALANCING OF ASSETS IN A STRATEGY VAULT, WHICH TRANSACTIONS OCCUR ON THE RELEVANT BLOCKCHAIN NETWORK AND/OR THIRD-PARTY, UNAFFILIATED PLATFORMS. THE COMPANY IS NOT A COUNTERPARTY TO ANY TRANSACTION FACILITATED BY THE SMART CONTRACTS, THE SITE OR THE APP OR FOR ANY USER OF THE SITE. NEITHER THE SMART CONTRACTS, THE SITE OR THE APP PROVIDES FINANCIAL ADVISORY, LEGAL, REGULATORY, OR TAX SERVICES DIRECTLY, INDIRECTLY, IMPLICITLY, OR IN ANY OTHER MANNER, AND YOU SHOULD NOT CONSIDER ANY CONTENT CONTAINED IN THESE TERMS OR OTHERWISE POSTED ON THE SITE TO BE A SUBSTITUTE FOR PROFESSIONAL FINANCIAL, LEGAL, REGULATORY, TAX OR OTHER ADVICE. THE COMPANY DOES NOT SUPPORT OR ENDORSE ANY PARTICULAR STRATEGY VAULT CREATED BY ANY MANAGER, AND EACH SUCH MANAGER/CREATOR IS AN INDEPENDENT AGENT WITH NO EMPLOYMENT OR OTHER CONTRACTUAL RELATIONSHIP WITH THE COMPANY.
- 2.9. The Company reserves the right to suspend or terminate access to the Site or the App by any user for any reason whatsoever, including without limitation, if you breach any

provision of these Terms or we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. Further, we reserve the right to limit or restrict access to the App or the Site by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you, any user or any third party for any losses or damages you may suffer as a result of or in connection with the App or the Site being inaccessible to you at any time or for any reason.

- 2.10. Access to the Smart Contracts, the App or the Site may become degraded or unavailable during times of significant volatility or volume. This could result in the inability to interact with third-party services for periods of time and may also lead to support response time delays. The Company cannot guarantee that the Smart Contracts, the App or the Site will be available without interruption and neither do we guarantee that requests to interact with third-party services will be successful.

### 3. Eligibility

You may only use the App and Smart Contracts if you comply with all of the following:

- 3.1. You are at least eighteen (18) years old or otherwise of legal age to enter into an agreement as determined by the laws of the country/ territory where you live.
- 3.2. You are not in violation of any law or regulation as a result of using the App or the Smart Contracts. In this context, you agree that if you reside or are present in any jurisdiction that prohibits using the App or Smart Contracts (including without limitation any of the Restricted Territories (as defined therein)) you shall not utilise the App or Smart Contracts. Further, you will only use the App and Smart Contracts for your own personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you.
- 3.3. The App and Smart Contracts are intended only for users who are not prohibited by the laws of their country/territory from accessing the same. The Company does not intend to enable you to contravene any applicable law to you. You represent, warrant and agree to ensure that your use of the App and Smart Contracts will comply with all applicable laws, statutes and regulations applicable to you or those that are required to be complied with by you.
- 3.4. You are not a resident of the United States of America, the People's Republic of China, the United Kingdom, Panama, Afghanistan, Albania, American Samoa, Angola, Armenia, Azerbaijan, Belarus, Bosnia, region of Balkans, Botswana, Burundi, Bosnia, Burma, Cambodia, Cameroon, Canada, Central African Republic, Chad, China, Côte D'Ivoire, Croatia, Crimea of Ukraine, Cuba, Democratic Republic of Congo, Democratic People's Republic of Korea, Eritrea, Ethiopia, Ghana, Guam, Guinea, Guinea-Bissau, Haiti, Herzegovina, Iran, Iraq, Kosovo, Japan, Laos, Lebanon, Liberia, Libya, Madagascar, Mali, Macedonia, Mozambique, Myanmar, Nicaragua, Northern Mariana Islands, Pakistan, Moldova, Palestine, Puerto Rico, Russia, Serbia, Somalia, Sri Lanka, Sudan, South Sudan, Syrian Arab Republic, Tajikistan, Trinidad and Tobago, Turkmenistan, Uganda, Venezuela, Virgin Islands (U.S.), Yemen, or Zimbabwe ("**Restricted Territories**").

The offering or availability of the App and Smart Contracts shall not be deemed or interpreted as an offer or invitation by us to use the App or Smart Contracts, if you reside in a place in which such use is currently forbidden by law (including without limitation the Restricted Territories), or where, the Company, in its sole discretion, elects not to offer the App or Smart Contracts. You shall be solely responsible for determining whether your use of the App or Smart Contracts is legal in the place where you live. We make no representations or warranties, express or implied, concerning the legality of the App, the Smart Contracts and/or of any person's use of the same, and shall not be responsible for any illegal use of the App or Smart Contracts by you. It is your responsibility to ensure that you comply with any and all laws applicable to you before using the App or Smart Contracts. If you have any doubts or concerns, you should consult with legal counsel in your country / territory about the legality of your use of the App or Smart Contracts.

The Company reserves the right to enforce geo-blocking of the App and/or Smart Contracts in the Restricted Territories. You must not use any software or networking techniques, including use of a VPN to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. Notwithstanding the foregoing, the Company shall not be responsible for or be held liable for any contravention that may result from the access of the App or Smart Contracts from the Restricted Territories either through Virtual Private Network (VPN) or through any other means which allows users to access the same.

#### **4. Fees and Payment**

- 4.1. If you elect to interact with Strategy Vaults, all transactions relating to digital assets and interactions with any third party protocols or marketplaces will be conducted solely through the relevant Blockchain Network. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the App, or using the Smart Contracts, or any other transactions that you conduct via the relevant Blockchain Network.
- 4.2. The relevant Blockchain Network typically requires the payment of a transaction fee (a "**Gas Fee**") for every transaction that occurs on the relevant Blockchain Network. The Gas Fee funds the network of computers that run the decentralised network. This means that you will need to pay a Gas Fee for each transaction that occurs via the App.
- 4.3. You may be subject to certain additional fees and commissions for accessing the App, including fees imposed by managers of Strategy Vaults for accessing and utilising the Strategy Vaults as notified to you prior to interacting with Strategy Vaults or Smart Contracts. The Company also reserves the right to levy additional fees for access via the Smart Contracts, the Site or the App in the future. You agree to promptly pay all aforementioned fees and commissions.
- 4.4. Notwithstanding anything in these Terms to the contrary, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on the Company's net income) now or hereafter claimed or imposed by any governmental authority (collectively, "**Taxes**") associated with your use of the App

(including, without limitation, any Taxes that may become payable as the result of your ownership or transfer of digital assets or interaction with any Strategy Vault, or relating to Gluon).

## 5. Intellectual Property and Content

- 5.1. The Company owns the site and the App. You acknowledge and agree that the Company (or, as applicable, its affiliates) owns all legal right, title and interest in and to all other elements of the site and the App, and all intellectual property rights therein (including, without limitation, all designs, systems, methods, information, computer code, software, services, website design, "look and feel", organisation, compilation of the content, code, data and database, functionality, audio, video, text, photograph, graphics, copyright, trademarks (if any), and all other elements of the App (collectively, the "**Materials**"). You acknowledge that the Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Materials are the copyrighted property of The Company or its licensors, and all trademarks, service marks, and trade names associated with the App or otherwise contained in the Materials are proprietary to The Company or its licensors. Except as expressly set forth herein, your use of the App does not grant you ownership of or any other rights with respect to any content, code, data, or other Materials that you may access on or through the App. We reserve all rights in and to the Materials that are not expressly granted to you in these Terms. For the sake of clarity, you understand and agree: that (a) your interaction with Strategy Vaults or usage of the Smart Contracts, the Site or the App does not give you any rights or licenses in or to the Materials other than those expressly contained in these Terms; (b) you do not have the right to license, sell, rent, lease, transfer, assign, distribute, host, reproduce, distribute, or otherwise commercialise any elements of the Materials without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion; (c) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Materials; and (d) you will not apply for, register, or otherwise use or attempt to use any of the Company's trademarks or service marks, or any confusingly similar marks, anywhere in the world.
- 5.2. By interacting with Strategy Vaults, you are granted a limited, non-exclusive, non-transferable, revocable license to use the site and the App for your personal use. Neither these Terms nor your access to the Smart Contracts, the site and the App transfers to you or any third party any rights, title or interest in or to intellectual property rights in the Materials, except for the limited access rights expressly set forth in these Terms. The Company expressly reserves all rights not granted in these Terms. There are no implied licenses granted under these Terms.
- 5.3. By acceptance of these Terms, you agree and acknowledge that all information and content provided by you, including your username, your contact list, Strategy Vaults created or and operations of associated Strategy Vaults, any messages, posts, comments or user generated content in any communication channel (including without limitation Twitter, Discord or Telegram) (the "**UGC**") shall be considered non-confidential and non-proprietary information and shall be publicly shown on the App. By providing such UGC, you specifically grant the Company a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and publish all or any part of the UGC, and the Company shall



be free to use such UGC in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to you, including, without limitation, within or outside the Site or the App, and in any digital or printed media.

- 5.4. You acknowledge that you shall be responsible for any UGC that you submit or transmit through the Site or the App, including your responsibility as to the legality, reliability, appropriateness, originality and copyright of any such information or material. Additionally, you represent and warrant that: (a) you own all right title and interest in any UGC provided by you, (b) such UGC does not violate any applicable laws, and (c) the posting of your UGC by us (in any manner or media whatsoever, on an unrestricted basis) does not (and will not) violate the privacy rights, publicity rights, copyright, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticise any person or entity. You shall be solely liable for any damage resulting from any infringement or other violation of the copyright, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any UGC.
- 5.5. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information regarding the Smart Contracts, the Site and the App ("**Feedback**") provided by you to us are non-confidential and should become our sole property. We should own exclusive rights, including all intellectual property rights, and should be entitled to the unrestricted use and dissemination of these Feedback to any lawful purpose, commercial, or otherwise, without acknowledgment or compensation for you. You hereby waive any moral rights to any such Feedback, and you hereby warrant that any such Feedback are original with you or that you have the right to submit such Feedback. You agree there should be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Feedback.

## **6. User Terms**

- 6.1. **User Obligations.** You agree that you are responsible for your own conduct while accessing or using the App, and for any consequences thereof. You agree to use the App only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to: (a) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (b) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (c) impersonate another person (via the use of an email address or otherwise); (d) upload, post, transmit or otherwise make available through the App any content that infringes the intellectual proprietary rights of any party; (e) use the App to violate the legal rights (such as rights of privacy and publicity) of others; (f) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (g) interfere with other users' enjoyment of the App; (h) exploit the App for any unauthorised commercial purpose; (i) modify, adapt, translate, decompile, disassemble or reverse engineer any portion of the App; (j) attempt to bypass any measure of the Site designed to prevent or restrict access to the Site, or any portion of the Site or the App; (k) harass, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site or the App to you; (l) remove any copyright, trademark or other proprietary rights notices contained in or on the App, the Contents or any part of it; (m) reformat or frame

any portion of the App; (n) display any content on the App that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (o) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the App or the content posted on the App, or to collect information about its users for any unauthorised purpose; (p) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms"); (q) access or use the App by automated means or under false or fraudulent pretences; (r) access or use the App for the purpose of creating a product or service that is competitive with any of our products or services; (s) use the Site, the App and the Smart Contracts to advertise or offer to sell goods and services; (t) conduct any activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading; or (u) disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site, the App, and the Smart Contracts. If you engage in any of the activities prohibited by this Section 6, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your access to the Site or the App and delete your UGC from the Site.

- 6.2. User Representations. By using the Site, the App and the Smart Contracts, you represent and warrant that: (a) you have read and understood these Terms and all documentation on the App or the Site; (b) you have good and sufficient experience and understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, blockchain-like technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of creating or interacting with Strategy Vaults; (c) you acknowledge and agree that we may impose eligibility criteria to access certain functionality in respect of Gluon which may require you to incur additional time and money costs; (d) you create and interact with Strategy Vaults for your own account and shall not create or interact with Strategy Vaults on behalf of any other entity or person; (e) your creation or interaction with Strategy Vaults complies with applicable law and regulation in your jurisdiction, and the law and regulation of any jurisdiction to which you may be subject (including, but not limited to legal capacity and any other threshold requirements for creating and interacting with Strategy Vaults, and interacting with other users of Gluon, any foreign exchange or regulatory restrictions applicable to creating and interacting with Strategy Vaults, and any governmental or other consents that may need to be obtained); (f) all information you submit will be true, accurate, current, and complete (if you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse or terminate your current or future use of the Site and the App (or any portion thereof)); (g) you will maintain the accuracy of such information and promptly update such information as necessary; (h) you have the legal capacity and you agree to comply with these Terms; (i) you are not a minor in the jurisdiction in which you reside; (j) you will not use the Site, the App and the Smart Contracts for any illegal and unauthorised purpose; (k) you will not use the Site, the App and the Smart Contracts for any commercial purpose (save as approved by the Company in writing); (l) your use of the Site, the App and the Smart Contracts will not violate any applicable

law or regulation; and (m) any funds or digital assets staked or deposited in Strategy Vaults are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing and all applicable statutes of all jurisdictions in which you are located, resident, organised or operating, and/or to which it may otherwise be subject and the rules and regulations thereunder (collectively, the "**Compliance Regulations**"), and you will not use the Smart Contracts, the Site or the App to finance, engage in, or otherwise support any unlawful activities or in a manner which aids or facilitates another party in the same. To the extent required by applicable laws and regulations, you shall fully comply with all Compliance Regulations.

- 6.3. Know Your Customer and Anti-Money Laundering. We reserve the right (but shall not be obliged to in any event) to conduct "Know Your Customer" and "Anti-Money Laundering" checks on you if deemed necessary by us (at our sole discretion) or such checks become required under applicable laws in any jurisdiction. Upon our request, you shall immediately provide us with information and documents that we, in our sole discretion, deem necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements before notaries or other equivalent professionals. Notwithstanding anything herein, we may, in its sole discretion, refuse to provide access to the Site or the Site to you until such requested information is provided, or in the event that, based on information available to us, you are suspected of using the Smart Contracts, the Site or the App in connection with any money laundering, terrorism financing, or any other illegal activity. In addition, we shall be entitled to use any possible efforts for preventing money laundering, terrorism financing or any other illegal activity, including without limitation blocking of your access to the Smart Contracts, the App or the Site or providing your information to any regulatory authority.
- 6.4. You are responsible for complying with applicable laws (including tax laws) in connection with usage of the Smart Contracts, the Site, the App or interactions with Strategy Vaults. You agree that we are not responsible for determining whether or which laws may apply to said interactions. You are advised to consult your own lawyers regarding of the legality and implications of any such activities. You are solely responsible for reporting and paying any taxes arising from your usage of the Smart Contracts, the Site, the App or interactions with Strategy Vaults.

## 7. **Risks borne by users**

You acknowledge and agree that the Services are currently in the initial development stages and there are a variety of unforeseeable risks with utilising the Services, the Site, the App and the Smart Contracts. In the worst scenario, this could lead to the loss of all or part of your digital assets interacting with the Services, the Site, the App or the Smart Contracts. **IF YOU DECIDE TO UTILISE SERVICES YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE BELOW RISKS AND AGREE NOT TO HOLD THE COMPANY OR ANY OF THEIR AFFILIATES RESPONSIBLE FOR THE FOLLOWING RISKS:**

- 7.1. Use of the App and interaction with Strategy Vaults carry financial risk. You acknowledge and agree that you are aware of such risks, in particular transactions relating to digital assets are very risky, and such digital assets are, by their nature,

highly experimental, risky, volatile and generally irreversible. You should not make any transactional decision without first conducting your own research. You are solely and exclusively responsible for determining whether any Strategy Vault, any transaction, or strategy, or any other product or service in connection with the same is appropriate or suitable for you based on your own objectives and personal and financial situation. You acknowledge and agree that you will access and use the Smart Contracts, the Site and the App and interact with Strategy Vaults at your own risk.

- 7.2. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any interaction with Strategy Vaults and the underlying digital assets. You accept all consequences of participating in such interactions, including the risk that you may lose access to your digital assets indefinitely. All decisions to interact with Strategy Vaults are made solely by you. Notwithstanding anything in these Terms, the Company accepts no responsibility whatsoever for and will in no circumstances be liable to you in connection with any interaction with Strategy Vaults and the underlying digital assets. Under no circumstances will the operation of all or any portion of the Smart Contracts, the Site or the App be deemed to create a relationship that includes any management of any assets, or the provision or tendering of investment advice.
- 7.3. Gluon is simply an administrative platform offering technical tools. It is not backed by the government, and not subject to any "Deposit Insurance Scheme" or protections under any banking or securities laws. The Company is not a bank and does not offer any lending services, fiduciary services, or security broking services.
- 7.4. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your digital assets held in Strategy Vaults, which may also be subject to significant price volatility. We cannot guarantee that any users interacting with Strategy Vaults will not lose money.
- 7.5. Neither the Smart Contracts, Site, the App or Strategy Vaults hold in custody, store, send, or receive any of your digital assets. This is because your digital assets exist only by virtue of the ownership record maintained on the relevant Blockchain Network. Any transfer of digital assets occurs within the relevant Blockchain Network, and not on the Smart Contracts, Site, the App or Strategy Vaults.
- 7.6. The Smart Contracts may contain security vulnerabilities, errors, failures, bugs or economic loopholes which may be exploited by third parties, causing you to suffer losses. Interaction with these Smart Contracts are entirely at your own responsibility and liability, and the Company is not a party to the Smart Contracts. Further, when you interact with Strategy Vaults and place digital assets therein, these digital assets may be re-deployed with various third party borrowing/lending/yield protocols, marketplaces or yield farms. The development team for these third party protocols is independent from the Company, so the Company has no control over these third party protocols or the underlying smart contracts. These smart contracts deployed by third party protocols may contain security vulnerabilities, errors, failures, bugs or economic loopholes which may be exploited by other third parties, causing you to suffer losses in connection with any digital assets re-deployed by Strategy Vaults. The Company cannot be responsible for any security vulnerabilities, errors, failures, bugs or

economic loopholes in respect of these third party protocols or the underlying smart contracts.

- 7.7. No manager/creator of Strategy Vaults, nor will the Company be able to guarantee the future performance of a Strategy Vault, any specific level of performance, the success of any strategy or your overall results from interacting with Strategy Vaults. When reviewing the information, portfolio, performance, opinions of these managers, do not assume that such manager is unbiased, independent or qualified to provide financial information or opinions. Past performance and risk scores have many inherent limitations and are not indicative of future results. No representation or guarantee is being made that any user of Strategy Vaults will or is likely to achieve gains or losses similar to the past performance. The actual percentage gains or losses experienced by users will vary depending on many factors.
- 7.8. Hackers or other malicious groups or organisations may attempt to interfere with the Smart Contracts, the Site, the App or Strategy Vaults in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, which may result in losses incurred by you.
- 7.9. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Lift ecosystem, and therefore the potential utility, value of or services provided by Gluon.
- 7.10. Upgrades to the relevant Blockchain Network, a hard fork in the relevant Blockchain Network, re-organisations of blockchain structure or blocks, or a change in how transactions are confirmed on the relevant Blockchain Network may have unintended, adverse effects on the smart contracts built thereon, including the Gluon ecosystem. In particular, do note that in the event of a change in the operating rules or other features of the relevant Blockchain Network or that relating to any digital asset, including any event commonly known as a "fork" (each a "**Fork**") that may result in more than one version of a network ("**Forked Network**") and more than one version of a digital asset ("**Forked Asset**"), Gluon may not support activity related to any Forked Assets. Forked Networks and the available supply of any Forked Assets are wholly outside the Company's control. In the event of a Fork, the Company may temporarily suspend certain services on the Site (with or without advance notice to User) while its determines, at its sole discretion, which Forked Network(s) to support. **GLUON IS UNLIKELY TO SUPPORT MOST FORKED NETWORKS AND MOST FORKED ASSETS WILL LIKELY NOT BE MADE AVAILABLE TO USER. THE COMPANY MAY DETERMINE, IN ITS SOLE DISCRETION, NOT TO SUPPORT A FORKED NETWORK. USER HAS NO RIGHT, CLAIM, OR OTHER PRIVILEGE AGAINST FORKED ASSETS ON SUCH UNSUPPORTED FORKED NETWORK. THE COMPANY MAY, IN ITS SOLE DISCRETION, DETERMINE ITS APPROACH TO SUCH FORKED ASSETS, WHICH MAY INCLUDE ABANDONING OR OTHERWISE ELECTING NOT TO SUPPORT SUCH FORKED ASSETS AS PART OF ITS SERVICES.**
- 7.11. The Site, Services and Smart Contracts may rely on or utilise a variety of external third party services or software, including without limitation decentralised cloud storage services, analytics tools, oracles, hence therefore the Services may be adversely affected by any number of risks related to these third party services/software, which

may be compromised in the event of security vulnerabilities, cyberattacks, malicious activity, or technical interruptions.

- 7.12. You accept and confirm that a conflict of interest may arise when the interest of the Company and its affiliates competes or may appear to compete with your interests under these Terms. Specifically, you hereby acknowledge and confirm that: (a) the Company may participate in certain transactions or auctions during a rebalancing period in an individual capacity; (b) the Company may execute at the same time its own orders which may be opposite that of a user; (c) the Company may establish business, including without limitation, trading relationships with other ecosystem players, financial institutions, digital asset owners, digital asset exchanges, issuers of financial instruments and we may have a financial interest in such instruments; (d) the Company may seek to act as a market maker and in this context there may be inherent conflicts of interest; and (e) the Company may compensate or share its revenues from activities in connection with the Smart Contracts, the Site, the App or Strategy Vaults with various users or managers/creators of Strategy Vaults, the Company's affiliates, partners or other similar parties.

## **8. External sites**

The Site or the App may include hyperlinks to other web sites or resources (collectively, "**External Sites**"), which are provided solely for your convenience. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

## **9. Disclaimers**

- 9.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SMART CONTRACTS, THE SITE, THE APP AND STRATEGY VAULTS IS AT YOUR SOLE RISK, AND THAT THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE APP AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SMART CONTRACTS, THE SITE, THE APP, STRATEGY VAULTS, OR ANY EXTERNAL WEBSITES), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR ACCESS TO OR USE OF THE SMART CONTRACTS, THE SITE, THE APP AND STRATEGY VAULTS WILL MEET YOUR REQUIREMENTS, (B) YOUR ACCESS TO OR USE OF THE SMART CONTRACTS, THE SITE, THE APP AND STRATEGY VAULTS WILL BE UNINTERRUPTED,

TIMELY, SECURE OR FREE FROM ERROR, (C) USAGE DATA PROVIDED THROUGH THE SMART CONTRACTS, THE SITE, THE APP AND STRATEGY VAULTS WILL BE ACCURATE, (D) THE SMART CONTRACTS, THE SITE, THE APP AND STRATEGY VAULTS, OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SMART CONTRACTS, THE SITE, THE APP AND STRATEGY VAULTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (E) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SMART CONTRACTS, THE SITE, THE APP AND STRATEGY VAULTS WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

- 9.2. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT THE COMPANY HAS NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO THE COMPANY'S WILFUL DEFAULT.
- 9.3. DIGITAL ASSETS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE RELEVANT BLOCKCHAIN NETWORK. ALL SMART CONTRACTS IN CONNECTION WITH THE GLUON ECOSYSTEM ARE DEPLOYED ON AND INTERACTIONS/TRANSACTIONS WITH THE SAME OCCUR ON THE DECENTRALISED LEDGER WITHIN THE RELEVANT BLOCKCHAIN NETWORK. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS.
- 9.4. THE COMPANY IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE RELEVANT BLOCKCHAIN NETWORK OR YOUR SELECTED ELECTRONIC WALLET SERVICE, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE RELEVANT BLOCKCHAIN NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.
- 9.5. In particular, you acknowledge that when you interact with Strategy Vaults and place digital assets therein, these digital assets may be re-deployed with various centralised or decentralised third party borrowing/lending/yield protocols, marketplaces or yield farms. These third parties are independent from the Company, so you are aware that there is a risk that you would lose funds which are re-deployed with such third parties, and you agree to bear such risks. The Company cannot in any circumstances be responsible for any losses which you suffer relating to any third party entity protocols, marketplaces or yield farms due to any reason (including without limitation fraud, negligence, security vulnerabilities, errors, failures, bugs or economic loopholes which may be exploited).

## **10. Limitation of liability**

- 10.1. YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR IN CONNECTION WITH THE SMART CONTRACTS, THE SITE, THE APP OR STRATEGY VAULTS, HOWSOEVER

CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 10.2. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SMART CONTRACTS, THE SITE, THE APP OR STRATEGY VAULTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE WHICH THE CLAIM AROSE, OR (B) USD100.
- 10.3. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SMART CONTRACTS, THE SITE, THE APP AND STRATEGY VAULTS AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE THE APP TO YOU WITHOUT THESE LIMITATIONS.
- 10.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

## **11. Indemnity**

You agree to hold harmless and indemnify the Company and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (a) your breach of these Terms, (b) your misuse of the Smart Contracts, the Site, the App or the Strategy Vaults, or (c) your violation of any applicable laws, rules or regulations in connection with your access to or use of the App. You agree that The Company will have control of the defence or settlement of any such claims.

## **12. Privacy policy**

- 12.1. Our Privacy Policy (available at [\[link\]](#)) describes the ways the Company collects, uses, stores and discloses your personal information, and is hereby incorporated by this reference into these Terms. You agree to the collection, use, storage, and disclosure of your data in accordance with the aforementioned Privacy Policy.
- 12.2. The Company will maintain certain data that you transmit to the Site and the App for the purpose of managing the performance of the Site and the App, as well as data



relating to your use of the Site or the App. Although we perform regular routine backups of data, the Company is solely responsible for all data that you transmit or that release to any activity you have undertaken using the Site or the App. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

### **13. Consent to Electronic Disclosures and Signatures**

- 13.1. Because the Company operates only on the Internet, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, therefore, we also need you to consent to our providing you certain disclosures electronically via the Site. By agreeing to these Terms, you agree to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to your use of the Site and Services.
- 13.2. By accepting these Terms or contacting us in any manner, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, in any way, including SMS messages (including text messages), calls using pre-recorded messages or artificial voice, and calls and messages delivered using an automatic telephone dialling system or an automatic texting system. Notwithstanding the aforementioned, any form of communication from the Company will be provided to you electronically through the Site or (if applicable) via email to the email address provided. If you require paper copies of any agreements or disclosures, you may print such documents desired.
- 13.3. Your consent to receive disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such disclosures relate, whether between you and the Company or a third party by and through the Services. Your consent will remain in effect for so long as you are a user and, if you are no longer a user, will continue until such a time as all disclosures relevant to Services received through the Site.
- 13.4. You may withdraw your consent to receive agreements or disclosures electronically by contacting us at [info@ununifi.io](mailto:info@ununifi.io). However, once you have withdrawn your consent you will not be able to access the Services or the Site.

### **14. Governing law and dispute resolution**

- 14.1. These Terms will be governed by and construed in accordance with the laws of Panama, without regard to conflict of law rules and principles (whether of Panama or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.
- 14.2. All disputes arising out of or in connection with these Terms (including without limitation the enforceability of this Section 14 or any question regarding its existence, validity or termination, your access or use of the App, the Site, or the Smart Contracts, or to any products sold or distributed through the App, the Site, or the Smart Contracts) shall be

referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Section 14. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party will cover its own fees and costs associated with the arbitration proceedings. Notwithstanding the foregoing, the Company may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that these Terms are specifically enforceable by the Company through injunctive relief and other equitable remedies without proof of monetary damages.

**15. Notices**

To give us notice under these Terms, the user must contact the Company by email at [info@ununifi.io](mailto:info@ununifi.io)

**16. Entire Agreement**

These Terms constitute the entire legal agreement between you and the Company, govern your access to and use of the Smart Contracts, the Site, the App or the Strategy Vaults, and completely replace any prior or contemporaneous agreements between the parties related to your access to or use of the Smart Contracts, the Site, the App or the Strategy Vaults, whether oral or written.

**17. Force Majeure**

The Company shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond its reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond its reasonable control, and shall not affect the validity and enforceability of any remaining provisions.

**18. Third party rights**

There are no third party beneficiaries to these Terms. A person who is not a party under these Terms has no right under any applicable law to enforce or to enjoy the benefit of these Terms.

**19. No agency or partnership**

Nothing in these Terms create any agency, partnership, joint venture or any similar relationship between the Company and you, nor cause the Company and you to be deemed acting in concert in any respect.

**20. Interpretation**

The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party.

**21. Assignment**

You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. Notwithstanding anything contained herein, we may assign our rights and obligations under these Terms in our sole discretion (without your consent) to an affiliate for any reason, including without limitation any assignment or novation in connection with a reincorporation to change the Company's domicile.

**22. Illegality**

Should any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable; if such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this Section 22 shall not affect or impair the validity and enforceability of the rest of these Terms, nor the validity and enforceability of such provision or part-provision under the law of any other jurisdiction.

**23. Waiver**

Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision, nor of the right to enforce such provision.

**24. Severability**

If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms but the rest of these Terms will remain in full force and effect.

**25. Survival**

The following provisions of these Terms shall survive termination of your use or access to the Site: Sections 5, 9, 10, 11, 14, and any other provision that by its terms survives termination of your use or access to the Site.

**26. English language**

Notwithstanding any other provision of these Terms, any translation of these Terms is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language. In the event of conflict or ambiguity between the English language version and translated versions of these terms, the English language version shall prevail. You acknowledge that you have read and understood the English language version of these Terms.