

TERMS OF USE

Welcome to the Virtuals Protocol website and platform (accessible at <https://virtuals.io/>) (the “**Platform**”) and the suite of features, services and applications made available thereon (collectively, the “**Services**”), provided and operated by the Virtuals Protocol (the “**Company**”, “we”, “our” or “us”). These Terms of Use (the “**Terms**”) govern your access to and use of the Company’s Platform and Services and constitute a legally binding agreement between (i) us and you, and/or (ii) if you are representing an entity, the entity that you are representing (hereinafter referred to as “you” or “your”).

By accessing and/or using the Platform and any of the Services, you agree to be bound by these Terms and our [Privacy Policy](#) which collectively represent the complete agreement between you and us in respect of our Platform and Services and shall supersede any prior agreements between us, whether written or oral.

THESE TERMS CONTAINS A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN THE SECTION TITLED “DISPUTE RESOLUTION.” THIS AFFECTS YOUR RIGHTS WITH RESPECT TO ANY “DISPUTE” BETWEEN YOU AND THE COMPANY AND MAY REQUIRE YOU TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION, AND NOT IN COURT. PLEASE READ THIS ENTIRE SET OF TERMS CAREFULLY.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE OUR PLATFORM OR ANY OF THE SERVICES.

1. Eligible Users.

By accessing and/or using the Platform and any of the Services, you must be and hereby affirm that you:

- (a) are not prohibited or restricted from accessing the Platform or using the Services available on the Platform by any laws or regulations applicable to you;
- (b) are an adult of the legal age of majority in your country or state of residence (whichever is higher). If you are under the legal age of majority, you may not use the Platform; and
- (c) are not:
 - (i) a citizen of, or located in or ordinarily resident in any of the Restricted Jurisdictions (defined below); or
 - (ii) under the control or ownership of a person that is, subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the BVI government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

2. Access and Use of the Platform

A. The Platform utilizes various technologies (including without limitation, blockchain and decentralized technologies) to enable you or other users of the Platform (each a “**User**”) to perform the following activities through the Platform:

- (i) create, link, connect, access and/or utilise a self-custodial digital wallet (whether provided by the Company or by a third-party provider) to or with the Platform (a “**Digital Wallet**”);
- (ii) store locally on your own Digital Wallet(s), tokens, cryptocurrencies and other crypto or blockchain-based digital assets (collectively, “**Digital Assets**”);
- (iii) view and track aggregated information and data relating to Digital Assets;
- (iv) view information relating to your activity and transactions on the Platform (“**Progress Tracking**”);
- (v) access or use decentralized applications or protocols, including, without limitation swapping functionalities, launchpad, cross-blockchain bridges, staking protocols, Layer 2 rollups (“**L2 Rollups**”) and Digital Wallets (collectively “**Dapp(s)**”). For avoidance of doubt, such Dapp(s) may be operated or managed by third parties instead of us;

- (vi) participate in the various activities, services and transactions involving Digital Assets through the Dapp(s) as stated above; and
- (vii) such other features and functionalities that may be added to the Platform from time to time,

More details on the Services provided through the Platform can be found in Section 3 below.

- B. To access and use the Platform and some of the Services, you will be required to either (i) create, link and/or connect your Digital Wallet; or (ii) create an account with your social media profile (X (formerly known as Twitter account) and log in with said account (each a **"User Account"**). Certain parts of the Platform may require additional access credentials or other specific conditions in order to access or use the Platform. Access and use of the Platform via a User Account, are subject to the following terms and conditions:
 - i. When you register an account with your email address and/or social media profile (X (formerly known as Twitter account), your use of your email address and/or your social media profile (X (formerly known as Twitter account) is at your own risk, and subject to the relevant email service's and/or social media platform's service provider's terms and conditions.
 - ii. The Company shall have the right to monitor and/or record your communications when you use the Platform, and you acknowledge and agree that when you use the Platform, you have no expectation that your communications will be private. The Company shall have the right to disclose your communications for any reason, including: (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of these Terms or any other of the Company's policies; (c) to protect the Company's legal rights and remedies; (d) to protect the health or safety of anyone that the Company believes may be threatened; or (e) to report a crime or other offensive behavior.
 - iii. You are solely responsible for all activities conducted through your User Account whether or not you authorize the activity. In the event that fraud, illegality or other conduct that violates these Terms is discovered or reported (whether by you or someone else) that is connected with your User Account, the Company may suspend or block your User Account's access to the Platform, whether for a period of time or indefinitely.
 - iv. You are solely responsible for maintaining the confidentiality and security of your User Account and for restricting access to your User Account and/or devices. You are solely responsible for any harm resulting from your disclosure, or authorization of the disclosure, of your access credentials (for example, passwords or biometrics) or from any person's use of your access credentials to gain access to your User Account. You acknowledge that in the event of any unauthorized use of or access to your User Account, access credential or other breach of security, you accept that due to the nature of the Platform, the Company will be unable to remedy any issues that arise, and the Company will not be responsible or liable for the same.
 - v. The Company will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations, or for any reason whatsoever, except fraud on our part.
 - vi. The Company will not be liable for any loss or damage arising from your sharing or other loss of your private key or related information, or any other damage or loss arising from unauthorized access to your account.
- C. **Grant of License.** If you accept and comply with these Terms, the Company will grant, and you will receive, a limited, revocable, non-sub licensable, and non-exclusive license to access and use the Platform subject to the "Restrictions," set forth in Section 6 below, as follows:
 - i. You may access and use applicable Services available on the Platform on one or more computers or mobile devices under your authorized control.
 - ii. You may use the Platform for your personal and non-commercial purposes only.
 - iii. You may not transfer your rights and obligations to use the Platform.
 - iv. Some Services (including decentralised applications ("**Dapps**")) of the Platform are provided, managed or operated by third party suppliers, partners or licensors of the Platform ("**Third Party Providers**") and may be subject to specific requirements or terms and conditions imposed by such Third Party Providers. Please refer to Section 9 below for more information.
- D. **Open Source Components.** The Platform may contain components that are subject to open-source licenses ("**OSS Components**"). Your access and use of these OSS Components

shall be subject to the applicable open-source licenses that apply to and govern such OSS Components.

E. Acknowledgements and Disclaimers. You acknowledge and understand that:

- i. **Features and Services.** The Company offers a number of Services which can be generally accessed through the Platform. Some of the Services may require you to create an account or connect a Digital Wallet and/or may require payment or a subscription to use. Further details of each of the Services, and the terms and conditions applicable to such Services, are provided on the Platform and in these Terms. Your access and use of each of these Services are solely at your own risk, and subject to the applicable terms and conditions for the relevant Service.
- ii. **Use of Digital Wallets.** To access our Platform and/or Services, you may be required to create a Digital Wallet or connect your own third-party Digital Wallet. We are not responsible or liable for your Digital Wallet or funds held therein, including your access and use thereof. You are solely responsible for the retention and security of your private keys or other security credentials in connection with your Digital Wallet. We shall not be liable in any way for any loss of your funds due to your failure to retain and/or secure your Digital Wallet.
- iii. **Digital Assets Risk Disclaimer.** You acknowledge and agree that there are inherent risks in your use of the Platform and the Services, including any smart contract or security breaches, fluctuations in the value of your Digital Assets, risks of liquidation or counterparty risks, any communication failures, disruptions, errors, distortions or delays, the risk of hardware, software and Internet connections failure or problems, or malicious software introduction, or the risk that third parties may obtain unauthorized access to your information or Digital Wallet, which may result in the loss of your Digital Assets or access to the Platform and/or Services. By using the Platform and/or Services, you acknowledge and agree to undertake these risks, and you accept that we shall not be liable for any losses or damages arising from or in connection with such risks.
- iv. **No Reliance on Information.** Any information provided or made available on our Platform and/or Services shall not be considered or construed as financial advice, investment advice, tax advice, legal advice, or any other sort of advice. No representation or warranty, express or implied, is made as to the fairness, accuracy, timeliness, correctness or completeness of such information and is provided only for general informative purposes, and no reliance should be placed on it. The Company shall not be responsible or liable to you for any use of, or reliance placed on, any available or provided information. We are not, and shall not be deemed as or treated as a financial institution, centralised exchange or trading platform, broker or fund management platform.
- v. **No Fiduciary Relationship.** The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have are expressly set out in these Terms (including in the Privacy Policy).
- vi. **Compliance Checks.** We may be required by anti-money laundering or other forms of regulations, and as part of our internal policies, to make background checks or verification checks on the source of any funds placed on deposit by our customers. In the event that our background or verification checks do not provide us with sufficient information about you, we may request further information from you from time to time and you agree to promptly provide such information when requested to do so. We reserve the right to suspend or terminate your access to and use of the Platform or any Services should we be unable to satisfy ourselves that in respect of any background or verification checks.
- vii. **Legal and Regulatory Compliance.** You are responsible for complying with all laws that may be applicable to or govern your use of the Platform and/or Services, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission ("**CFTC**"), the federal securities laws and the regulations promulgated thereunder by the U.S. Securities and Exchange Commission ("**SEC**"), the Securities and Futures Act and the Payment Services Act overseen by the

Monetary Authority of Singapore and all foreign laws that apply to you and your use of such Services. You shall not access or use our Platform or Services if it would be illegal, or a violation of any applicable laws or regulations, to do so within your jurisdiction.

- viii. **Security.** You are solely responsible for properly configuring and using the Platform and the Services and otherwise taking appropriate action to secure, protect, and backup your User Accounts and Digital Wallet and/or your User Content in a manner that will provide appropriate security and protection, which might include use of encryption. If you are not able to be responsible for your own account security, or do not want such an obligation, then you should not access or use the Platform and the Services. Your obligations under these Terms include ensuring any available software updates or upgrades to the Platform and/or the Services you are using are promptly installed or implemented, and recording and securely maintaining any access credentials or passwords that relate to your use of the Platform and the Services.
- ix. **User Warranties.** Prior to your use of the Platform and on an ongoing basis, by using the Platform, or any of the Services (including without limitation, any of the informational and social content made available thereon (collectively, the “**Content**”)), you represent, warrant and covenant that:
1. You will not provide any false, inaccurate, incomplete or misleading information while using the Platform, or any Service or Content available thereon, or engage in any activity that operates to defraud the Company, other Users, or any other person or entity;
 2. You will not use the Platform or any Service to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion;
 3. Any Digital Assets you use in connection with the Platform or any Service are either owned by you or you are validly authorized to carry out actions using such assets;
 4. You access and use the Platform (including any Service or Content available therein) for your own benefit and not for the benefit or on behalf of any third party beneficiary;
 5. There is a risk of losing your Digital Assets (including without limitation, your funds and cryptocurrency) when using the Platform and/or any Service and that we have no responsibility to you for any such loss;
 6. You will not utilise or deposit funds or assets, which originate from criminal or other unauthorised, illegal or illicit activity;
 7. You will not utilise or deposit funds or assets, using payment methods that do not belong to you;
 8. You accept and acknowledge that the value of your Digital Assets (including any cryptocurrency) can change dramatically depending on the market value, market conditions or any reason whatsoever and you bear the sole risk of such fluctuations;
 9. We are not, and shall not be deemed as or treated as a financial institution, centralised exchange or trading platform, broker or fund management platform;
 10. We may be required by anti-money laundering regulations, and as part of our internal policies, to make background or verification checks on the source of any funds placed on deposit by our customers. In the event that our background or verification checks do not provide us with sufficient information about you, we may request further information from you from time to time and you agree to promptly provide such information when requested to do so. We reserve the right to suspend or terminate your access to and use of the Platform, any Service, or to your Digital Assets (including cryptocurrency and funds deposited via on our Platform should we be unable to satisfy ourselves that your source of funds is legitimate;
 11. You will not, and will not attempt to, authorize anyone other than you to access the Platform and any of the Services through your Digital Wallet or User Account;
 12. You will not disrupt, interfere with, or otherwise adversely affect the normal flow of the Platform and/or the Services or otherwise act in a manner that may negatively affect other users' experience when using the Platform and Services. This includes taking advantage of software vulnerabilities and any other act that intentionally abuses or exploits the design of the Platform and the Services;
 13. You are sophisticated in using and evaluating blockchain technologies and related blockchain-based Digital Assets, including the blockchain networks, smart contract

- systems, automated market making protocols, derivative and margin trading, perpetual future contracts, P2P trading and related settlement pools, liquidity pool pricing bonding curves, the concept of pricing slippage, the mechanism of liquidity attribution and the potential of value loss for liquidity providers due to liquidity attribution and dynamic pricing across different liquidity pools. Specifically, you represent and warrant that you have evaluated and understand the use of the Platform and the Services and have not relied on any information, statement, representation, or warranty, express or implied, made by or on behalf of the Company with respect to the Platform and the Services; and
14. You accept and acknowledge all risks associated with the use or access of the Platform or any Services made available thereon, including but not limited to the risks set out in these Terms.

- F. **Changes.** We may change, add to, modify, remove, suspend, or discontinue any aspect of the Platform and/or Services at any time, and without prior notice or liability to you. We may also impose limits on certain features or restrict your access to parts or all of the Platform or any Services made available thereon without notice or liability. You acknowledge that any modification, suspension or discontinuation of a Service may occur without liability to you for compensation, reimbursement or damages.

3. Overview of Services and Features Available on the Platform.

- A. **Service Availability.** The Services are provided on an “as-is” and “as-available” basis without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, operation and any particular application or use. You acknowledge and agree that we may, in our sole discretion, apply changes, replace or discontinue (temporarily or permanently) any part of the Services at any time. We reserve the right to disable or modify access to the Services at any time in the event of a breach of the Terms, including, if we reasonably believe any of your representations and warranties may be untrue, misleading or inaccurate, and the Company will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Services being inaccessible to you at any time or for any reason.
- B. **Staking.** The Platform may provide you with an interface or make accessible via third party Dapps a service that enables you to participate in activities and the operation of the Platform, or supported protocols or blockchain networks through the staking process (“**Staking Feature**”). The Staking Feature is intended solely to facilitate your participation in the relevant decentralized networks or protocols and is not intended for, nor to be used for, commercial, investment or as a financial service. We do not guarantee or offer any benefits, rewards or financial returns for the use of the Staking Feature.
- C. **Bridging.** The Platform may make accessible on or via the Platform a service that enables you to transfer, or “bridge”, a Digital Asset from one blockchain network to another (for example, from the Base network to the Ethereum network). Bridging is performed through the utilization of smart contract applications which are deployed on both blockchains, and the Bridging feature is provided by Dapps provided by Third Party Provider. These smart contracts constitute the bridge, and they work by allowing a User to deposit and transfer a relevant Digital Asset on one blockchain network and receive a corresponding equivalent of that Digital Asset, or a different Digital Asset (depending on whether the bridge and swap feature is used by the User) that is native to the other blockchain network, and vice-versa. You accept all risks associated with using the bridge. Bridging is an extremely novel technical area and is subject to material risks which may lead to total loss of your Digital Assets. All bridges are smart contracts that are subject to many known and unknown risks, including smart contract exploits of the actual smart contract code to produce outcomes different than those such bridges were designed to achieve, and cyberattacks intended to gain unauthorized control of the smart contracts or associated systems. Certain volume limitations of tokens flowing into and out of the Base network may be imposed on the bridge or the Platform and the Services. Some or all Users of the bridge may be subject to the limitation, which may impact the time it takes you to bridge in or out of the Base network while using the bridge. The volume limitation is a security measure to limit harm in the event of a malicious third party-act, and it may be changed without notice. Additionally, you acknowledge the

risk that the volume limitation may not be technically effective, or may even be compromised. You accept the risk that it will not function as intended and assume any losses, direct, indirect, or consequential, stemming from the volume limitations.

D. AI Agents and the Agent Commerce Protocol

- i. The Platform contains features and functionalities that allow Users to interact and work with AI Agents via the Agent Commerce Protocol ("**ACP**"), which is a decentralized multi-agent framework developed by Virtuals Protocol that facilitates agent-to-agent and consumer-to-agent interactions within a permissionless and autonomous digital environment. ACP enables AI Agents to discover, coordinate, and execute tasks, including but not limited to financial transactions, content generation, and service fulfillment.
- ii. As an illustration, the Butler Agent ("**Consumer-to-Agent**" or "**C2A**") is a specialized application of ACP that allows Users to interface with AI Agents capable of executing User-defined requests, including handling Digital Assets via User-authorized Digital Wallets. These interactions may involve automated processes that mimic human behavior or decision-making but remain fully based on the User's specifications and authorization. By using ACP and Butler Agents, Users acknowledge that all automated processes, outputs, interactions, activities, actions and transactions initiated, performed or conducted by AI Agents ("**AI Agent Outputs**") are based on the User's prompts, inputs or configurations, and that the Company does not provide, warrant, or assume liability for the performance, outcome, or legality of any AI Agent Outputs. Users are solely responsible for understanding and managing any risks, including financial, operational, and security-related, arising from their use of ACP-enabled AI Agents.
- iii. You acknowledge and agree that artificial intelligence and AI Agents are an emerging technology, and that the AI Agents that you interact with, and your use of the same as well as the ACP (including the C2A) may not meet your intended objectives or goals and may be unpredictable, unstable or subject to error or defects. No guarantees are made with respect to the AI Agent's and ACP's quality, stability, uptime or reliability, or that it will be error-free or defect-free. You access, use and interact with AI Agents and the ACP solely at your own risk, and the Company and the Platform shall not be responsible or liable for any loss, damages, liability, harm or other adverse consequence suffered by you or any third party resulting from (a) your access, use and interaction with use the AI Agents and the ACP; (b) any of the AI Agents (whether developed by a third party or the Company); and/or (c) any AI Agent Outputs conducted or performed by any AI Agent, which the Company and the Platform have no control over. You are solely responsible for determining the appropriateness of using, interacting with and relying on the AI Agents and the ACP, and you assume any risks associated with use, interaction and reliance on any AI Agent and/or the ACP.
- iv. For the purposes of these Terms, "**AI Agents**" refers to any software, application, system, or module that uses artificial intelligence, including but not limited to machine learning, deep learning, natural language processing, or automated decision-making, to independently or semi-independently perform tasks, make decisions, or generate outputs on behalf of Users. AI Agents may operate with or without continuous User input, and may interact with Users, data, systems, or external services to fulfill designated functions or objectives. For clarity, this includes autonomous bots, recommendation engines, virtual assistants, and similar systems that derive functionality from AI-based models or algorithms.

E. Virtuals Partner Network ("**VPN**")

- i. The VPN is designed to bring together a thriving community of investors, founders, domain experts, and academics to source, support, and scale the best founders in the AI x Crypto space. By connecting these key stakeholders, the Company hopes to create a compounding effect where every new participant adds value to the ecosystem.
- ii. Users who are interested in joining the VPN are required to follow and comply with the application process as determined by the Company, including providing all necessary

information or data requested and complying with any and all background checks (if any) that may be required by the Company. All applications to join the VPN shall be reviewed by the Company and its decision to approve or reject any application shall be made by the Company at its sole and absolute discretion.

- iii. The Company and the Platform shall have the right to remove any User from the VPN for any reason whatsoever, including without limitation, if it is assessed that any data or information provided by the User is inaccurate, untrue or incomplete, or if it is subsequently assessed or determined that a User is unsuitable or ineligible to be part of the VPN.
- iv. All Users who are successful in the application to the VPN shall comply with any and all onboarding processes and/or guidelines, community rules and regulations, directives and instructions as may be introduced by the Company from time to time.
- v. The VPN is a social introductory platform and community, and the Company and the Platform does not guarantee that any outcomes or objectives will be achieved by a User's participation in the VPN. The participation by a User in the VPN, and all activities and transactions conducted thereunder by a User in the VPN with another person in the VPN, are at their sole risk and responsibility.

F. Launchpad.

- i. There are two mechanisms available to launch Digital Assets, which are Genesis Launch ("**Genesis Launchpad**") and Standard Launch ("**Standard Launchpad**"). For the purpose of these Terms, they are collectively known as the Launchpad ("**Launchpad**") unless specifically stated otherwise.
- ii. The Launchpad is a permissionless and decentralised platform whereby, through the use of smart contracts and various other software, projects launched, managed and operated by third parties ("**Third Party Projects**") can (a) conduct crowdfunding initiatives for the launch and distribution of their Digital Assets; and (b) mint, issue, launch and sell its Digital Assets, and Users have the opportunity to participate in such crowdfunding initiatives organised by such Third Party Projects (which may include without limitation, allowing the Users to participate in the sale and purchase of tokens belonging to these Third Party Projects) (each a "**Launchpad Activity**").
- iii. These Terms apply to all Users and Third Party Projects that wish to access and use the features available on the Launchpad. In addition, the terms and conditions of the [Virtuals Launchpad Developer Agreement](#) shall also apply to and govern Third Party Projects that wish to access and use the Platform and the Launchpad to (a) initiate a crowdfunding exercise; and/or (b) mint, issue, launch and sell its Digital Assets on the Launchpad.
- iv. The eligibility of any User(s) to participate in a Launchpad Activity shall be at the sole discretion of the Company, and the Company shall have the discretion to impose certain criteria or eligibility conditions for the participation in any Launchpad Activity, or to allow all Users to participate in a Launchpad Activity based on a first-come-first-served basis or a fair allocation basis, as determined by the Company. If you are eligible to participate in a Launchpad Activity, your participation will be subject to these Terms, and such other terms and conditions as may be imposed by the Company or the relevant Third Party Project as applicable from time to time.
- v. To participate in a Launchpad Activity, you may be required to indicate your interest by bidding for an allocation to participate in a Launchpad Activity (the "**Intended Allocation Amount**"), and submitting a deposit of \$VIRTUAL that is proportionate to the Intended Allocation Amount (the "**Deposit**") directly to the relevant Third Party Project. Alternatively, you may be required to indicate your interest by bidding for an allocation and pledging your Virgen Points (the "**Pledge**") to the relevant Third Party Project. If you are selected and deemed eligible to participate in the relevant Launchpad Activity, and the relevant Third Party Project successfully launches its Digital Assets, subject to full payment by you of your Intend Allocation Amount, you will be entitled to receive such number of the Digital Assets of

the Third Party Project that is proportionate to the Intended Allocation Amount and the applicable valuation or other parameters that the relevant Third Party Project has organised the Launchpad Activity has specified. The Deposit will only be refunded to you in the event that you are not successfully selected for the Launchpad Activity, or if the relevant Third Party Project does not successfully launch its Digital Assets. The refund of the Deposit will be conducted via such methods and processes determined by the smart contracts, and the Platform will not be responsible for providing any refunds of the Deposit transferred to the such smart contracts. For avoidance of doubt, a Deposit or Pledge is not, and shall not be deemed as, an indication or confirmation of a User's participation or eligibility to participate in a Launchpad Activity.

- vi. All payments or funds (including Digital Assets) transferred as part of your indication of interest in participating in a Launchpad Activity or as part of your participation in a Launchpad Activity will be directly made to the relevant Third Party Project or the relevant smart contract, and not to the Company. The Company and the Platform does not have control or possession or custody of any funds or Digital Assets transferred by a User for the purposes of fulfilling the Pledge or participating in a Launchpad Activity. The Company shall not be responsible or liable for any funds or payments made by you when you are ineligible to participate in the relevant Launchpad Activity or if the Digital Assets are not successfully launched. Should you try to make payment for the Deposit, Pledge, or the Intended Allocation Amount to the Company, you bear the responsibility of verifying that the funds were successfully transferred from your Digital Wallet. No transaction in respect of a Deposit or Intended Allocation Amount will be considered complete until and unless payment is successfully made.
- vii. As part of the features of the Launchpad, the Company and the Platform may make available various types of verification status to indicate that a particular set of Digital Assets are indeed launched by the relevant Third Party Project (the "**Verified Mark**"). The Platform and the Company shall have the right to add or remove the Verified Mark in respect of any Third Party Project's Digital Assets at its sole discretion. For avoidance of doubt, the addition of any Verified Mark shall not be deemed as an endorsement or any warranty or guarantee of the legitimacy of the relevant Third Party Project or its Digital Assets by the Company or the Platform, and it remains the sole responsibility of the User to conduct its own due diligence and independently assess the suitability of the Third Party Project and its Digital Assets for your own purposes.
- viii. The featuring or listing of any Third Party Project and its Digital Assets on the Launchpad (or any addition of a Verified Mark on the same) shall not be deemed as an endorsement or the provision of any warranties (whether expressed or implied) in respect of the Third Party Project. The Launchpad operates on a permissionless basis, meaning that any person can organise a crowdfunding exercise and launch a Digital Asset through the Platform. The Company does not independently verify or conduct any due diligence in respect of any Third Party Project and you participate in any Launchpad Activity solely at your own risk. You acknowledge sole responsibility for and assume all risk arising from your participation in any Launchpad Activity, and it is your sole responsibility to conduct your own due diligence (including without limitation, details of the team and the relevant Third Party Project's whitepaper and technical documentation) and independently assess the suitability of the Third Party Project and its Digital Assets for your own purposes. The Company shall not be liable or responsible to you or any third party for any losses, damages, liability, expenses or costs resulting from or arising out of or in connection with any Launchpad Activity or any Third Party Project (including without limitation, the loss of, reduction in value of, or forfeiture of the Deposit or any amounts paid by the User in respect of the Intended Allocation Amount).
- ix. Each User acknowledges and agrees that (a) the User's participation in any crowdfunding exercise or Launchpad Activity; and (b) their purchase of any of the relevant Third Party Project's Digital Assets, is at their sole risk, and that in each such transaction, the User is entering into a direct transaction and contractual relationship with the relevant Third Party Project. All disputes and issues relating to any Launchpad Activity or the purchase of any Third Party Project's Digital Assets will need to be resolved directly between the User and

the relevant Third Party Project, and the Company and the Platform shall not be responsible or liable for any disputes or issues between the User and the relevant Third Party Project (including the resolution of the same). The Company may (but is not obligated to) assist in the resolution of any disputes or issues between the User and the relevant Third Party Project but such assistance shall not be deemed as an assumption or recognition of responsibility by the Company.

- x. The Company may perform its own KYC/AML checks on Users and relevant Third Party Projects. Each User and relevant Third Party Project hereby agrees to comply with any such KYC/AML checks as may be requested by the Company, and hereby acknowledges and agrees that such KYC/AML checks may be performed by third party service providers appointed or engaged by the Company, and that the Company may transfer to a third party service provider any collected KYC/AML data and that the Company has the independent right to terminate or deem ineligible any Third Party Project or User from any participation in or conduct of a Launchpad Activity based on the results of the KYC/AML checks.
 - xi. All Intellectual Property Rights (as defined below) used by a Third Party Project for the purposes of any Launchpad Activity (including without limitation, for the launch of their Digital Assets) are deemed to be properly owned or licensed by the relevant Third Party Project (the “**Third Party Project IPR**”). The relevant Third Party Project shall be solely responsible for all matters relating to the Third Party Project IPR (including without limitation, any dispute, issue or claim of infringement raised by a User or a third party in respect of the Third Party Project IPR). Any dispute, issue or claim of infringement relating to the Intellectual Property Rights used by a Third Party Project for the purposes of any Launchpad Activity should be brought to and resolved by the relevant Third Party Project directly.
- G. **Advertising.** The Platform may incorporate third-party technology that enables advertising on the Platform. As part of this process, the Company and/or its authorized third party advertisers may collect standard information that is sent when your personal computer or device connects to the Internet including your Internet protocol (IP) address.
- H. **Conduct.** You shall ensure that your actions, conduct and behaviour in your use of the Platform comply with and abide by all the rules and guidelines imposed by the Company and/or its Third Party Providers. The Company may suspend or block your access to the Platform and/or any Services, whether for a period of time or indefinitely, in the event that you violate or fail to comply with any of such rules and guidelines. For the avoidance of doubt, although we may suspend or block your access or use of the Platform and Services, we will not block or prevent you from accessing your Digital Wallet or the Digital Assets stored thereon, unless legally required to do so by any applicable laws or regulatory, court or governmental order.
- I. **Identity Disclosure.** The details obtained from by the Platform from your connected or linked social media profile may contain details of your real and actual identity. You are solely responsible for the protection of your real and actual identity within the Platform, and any disclosure of your real and actual identity to any other user within the Platform is at your own risk. The Company and/or its Third Party Providers will not be liable or responsible for any disclosure of your real and actual identity by you within the Platform, or any loss, damage or harm arising as a result of such disclosure.
- J. **Social Features.** We may make available Social Features that allow you to communicate with other Users within the Platform. In the event that you wish to utilise such Social Features, you may be required to grant the Platform access to your camera, video and microphone functionalities. You shall ensure that you do not post, upload, stream, or otherwise contribute any content (including without limitation, any speech or video) that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate.
- i. You acknowledge and agree that any User may use the Social Features to post, chat, send or communicate their views, thoughts, articles, and opinions regarding any subject matter (including without limitation, views and opinions on any Digital Assets, the state of the Digital

Asset market and economy, and the economy in general) ("**User Opinions**"), and that any such User Opinions may not be regarded as, deemed to constitute or be relied upon as, legal, tax, investment, financial, professional or other advice. All User Opinions are subjective opinions only and should be treated as such. You should not rely on any User Opinion in making any decisions to use any Service or in respect of any Digital Asset. You should consult with your own counsel and advisers as to all legal, tax, regulatory, financial and related matters concerning any Digital Asset. Nothing on the Platform (including without limitation any Service, any Content or any information relating to Digital Assets) constitutes an offer (or solicitation of an offer) to buy or sell any Digital Asset, or to participate in any particular trading strategy.

- K. **User Created or Uploaded Content.** The Platform may enable you to upload and display content (including without limitation, images, text, messages, data, information, videos, voice and sound recordings) on the Platform, (collectively, the "**User Content**").
- ii. You retain ownership over your User Content but you hereby grant the Company a perpetual, irrevocable, worldwide, fully paid up, non-exclusive, sub-licensable, right and license to use for any purpose whatsoever (whether commercial or otherwise) the User Content and all elements thereof, in any and all media, formats and forms, known now or hereafter devised. The Company shall have the unlimited right to copy, reproduce, fix, modify, adapt, translate, reformat, prepare derivatives, add to and delete from, rearrange and transpose, manufacture, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, provide access to, broadcast, and practice the User Content as well as all modified and derivative works thereof and any and all elements contained therein, and use or incorporate a portion or portions of the User Content or the elements thereof in conjunction with or into any other material. In the event you upload or otherwise transmit to the Company any concepts, ideas, or feedback relating to the Platform, you shall not be entitled to any compensation for any such submission, unless expressly agreed between you and the Company, and the Company may freely use any such submission in any manner it deems appropriate. Any such submission by you shall not create any contractual relationship between you and the Company. Except to the extent that any such waiver is prohibited by law, you hereby waive the benefit of any provision of law known as "moral rights" or "droit moral" or any similar law in any country of the world. You represent and warrant that the User Content does not infringe upon the copyright, trademark, patent, trade secret or other intellectual property rights or proprietary rights of any third party.
 - iii. You further represent and warrant that you will not use or contribute User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate. The Company may remove or delete any User Content and any related content or elements from the Platform at its sole discretion (including without limitation, where the Company believes that any User Content is in violation of these Terms).
 - iv. The Company does not guarantee that it will retain or store any User Content, and the Company shall not be liable or responsible to you or any third party for any inability to access or retrieve your User Content arising from any reason whatsoever (including without limitation, any loss, removal or deletion of User Content). You are solely responsible for retaining backups or copies of your own User Content. You are solely responsible for ensuring that any User Content you submit or upload to the Platform comply with any applicable laws and third party rights, including but not limited to any intellectual property rights, privacy rights and publicity rights. You agree that any information included in your User Content may be used in accordance with our Privacy Policy. The Company always has the right, in its sole discretion, to accept or reject any User Content.
- L. **Digital Wallets Created via the Platform.** You may use the Platform to link or connect a Digital Wallet. The Company will not be liable or responsible for the linking or connection of any Digital Wallet by you, and for your access and use of such Digital Wallet. You acknowledge and understand that:

- i. The Company does not have control over your Digital Wallet, and cannot be liable or responsible for any activity or transaction conducted via your Digital Wallet, whether initiated through the Platform's user interface or otherwise.
 - ii. All actions taken or purported to be taken via your Digital Wallet (including the initiating of, or signing of, any transactions) will be automatically deemed to have been conducted and authorised by you. The Company and the Platform will not be able to verify the veracity or authenticity of such transactions or prevent such transactions from occurring.
 - iii. In certain circumstances, such as if you lose or forget your password for your Digital Wallet, you will need to use a seed or recovery phrase to access any Digital Assets stored in your wallet (the "**Seed Phrase**"). You are solely responsible for the retention and security of your Seed Phrase. Your Seed Phrase is the only way to restore access to the Digital Assets stored in your Digital Wallet if you lose access to your Digital Wallet. Anyone who knows your Seed Phrase can access, transfer or otherwise deal with or dispose of your Digital Asset. If you lose your Seed Phrase, you may not be able to access, transfer or otherwise deal with or dispose of your Digital Asset. You acknowledge that certain methods of securing your Seed Phrase, such as storing it as a digital file anywhere, including on your personal device or on a cloud storage provider, increase the risk that your account or Seed Phrase will be compromised. You further acknowledge that you will not share with us nor any other third party any password or Seed Phrase that relates to your use of the Digital Wallet, and that we will not be held responsible if you do share any such password or phrase, whether you do so knowingly or unknowingly. For the avoidance of doubt, we take no responsibility whatsoever for any theft of a secret recovery phrase that involved intrusion through any means into your personal device or a cloud provider's data repository.
 - iv. You acknowledge and agree that we do not store and is not responsible in any way for the security of your Seed Phrase and you agree to hold us, our affiliates, representatives, agents and personnel harmless and that no such party shall be liable in any way in the event you lose your Seed Phrase and cannot access, transfer, use or otherwise deal with or dispose of your Digital Assets. You bear sole responsibility for any loss of your Digital Assets due to failure to retain and/or secure your Seed Phrase.
 - v. Digital Wallets provided by Third Party Providers shall be subject to the terms and conditions of such Third Party Providers. The Company has no control or responsibility over Digital Wallets provided by Third Party Providers.
- M. **Digital Asset Information.** Information relating to Digital Assets (including but not limited to supply, volume, pricing, trends and/or value of such Digital Assets) made available on or through the Platform are obtained and/or sourced from external sources managed by Third Party Providers and has not been independently verified by the Company. The Platform aggregates and publishes publicly available information relating to the blockchain and Digital Assets in a manner and format which we feel is easy to read and understand. Such information is also independently available from other sources—for example, a person may directly review transaction history, wallet activity or wallet / account balances and on a blockchain explorer. In providing information about Digital Assets, the Platform associates or presumes the association of a relevant Digital Asset's name, ticker, symbol or logo with a specific smart contract deployed to one or more blockchain systems. In making such associations, the Platform relies upon third-party resources which may not be accurate or may not conform to a given User's expectations. Multiple smart contracts can utilize the same Digital Asset name, ticker, logo or symbol as one another, meaning that the name, ticker, logo or symbol of a Digital Asset does not guarantee that it is the token desired by the User or generally associated with such name, ticker, logo or symbol. Users must not rely on the name, symbol, ticker or branding of a Digital Asset on the Platform, but instead must perform your own due diligence and research, including without limitation, examining the specific smart contract associated with the name, symbol, ticker or branding and confirm that the relevant Digital Asset accords with User's expectations. Such information shall not be considered or construed as financial advice, investment advice, tax advice, legal advice, or any other sort of advice. No representation or warranty, express or implied, is made as to the fairness, accuracy, timeliness, quality, origin, ownership or completeness of the information made available on this Platform, and is provided only for general informative purposes, and no reliance should be placed

on it. The Company shall not be responsible or liable to you for any use of, or reliance placed on, the information relating to Digital Assets. We shall not be liable for any errors, misrepresentations, or omissions in, of, and about, the information, nor for the availability of the information.

4. Additional Terms relating to the Staking Feature

A. Use of the Staking Feature

- i. The Platform operates on a non-custodial basis, and we have no control or ownership over the Digital Assets that you supply for the Staking Feature.
- ii. When you use the Staking Feature, you do so to participate in activities and the operation of the Platform, or supported Dapp, blockchain protocol or networks or to provide liquidity for the relevant Digital Asset, and not for any financial return or benefit, or as an investment. However, when you stake your Digital Assets, you may be eligible to earn rewards based on your staking participation or deposit. Any such rewards are not guaranteed, and in the case of third party provided Staking Feature, these are determined by the relevant Dapp, blockchain protocol and/or network, and may not be determined or issued by the Platform or us. While certain Dapps, blockchain protocols and/or networks may distribute rewards to liquidity providers, validators or stakers, these rewards are determined entirely by the relevant Dapp, blockchain protocol or network and are not guaranteed by the Platform. We do not promise or imply any rewards or financial returns as a result of staking or depositing and providing liquidity. For avoidance of doubt, rewards from staking and/or providing liquidity are not guaranteed, and there is a possibility that Users may not receive any rewards despite staking their Digital Assets via the Platform. We are not responsible or liable in the event that you do not receive any rewards from your staked or deposited Digital Assets through the use of the Staking Feature, and shall have no obligation to you to facilitate any payment of any staking or liquidity provision rewards.
- iii. The Staking Feature and the Platform operates on a non-custodial basis, and we have no control or ownership over the Digital Assets that you supply for any of the Staking Feature. Certain types of the Staking Feature (depending on the underlying Dapp, blockchain protocols and/or network) may require a minimum or certain amount of staked or deposited Digital Assets be locked for a certain period of time in order to participate in the relevant Staking Feature, and withdrawal of staked or deposited Digital Assets may be restricted or delayed during such a period. We do not guarantee the security or functionality of any underlying Dapp, blockchain protocols and/or network or software or technology intended to be compatible with staked or deposited Digital Assets used in any Staking Feature.
- iv. If and where rewards are granted for participation in the Staking Feature, the rewards you may earn through the Staking Feature will vary depending on several factors, including the type of Digital Asset that you deposit, the specific Staking Feature that you are participating in, the rules and criteria of the underlying Dapp, blockchain protocols and/or network or software or technology intended to be compatible with staked or deposited Digital Assets used in any Staking Feature, and prevailing market conditions. The means of calculation and distribution of your rewards may be modified from time to time and your continued participation in the relevant Staking Feature shall act as acceptance of the modified reward rate or formula.
- v. Unless otherwise specified by us or displayed on the Platform, all rewards generated from a Staking Feature will be denominated in the same type of Digital Assets as the eligible staked Digital Assets. You may need to manually claim your rewards (if any). Where rewards are distributed to you, you accept that there may be a period of time before the rewards and/or staked Digital Assets may be received in or reflected in your Digital Wallet, including in situations where there may be insufficient liquidity or any technological issues.
- vi. Without prejudice to the generality of the foregoing, you understand and accept that rewards are not guaranteed and that you may suffer the loss of your staked Digital Assets. Historical rewards are not indicative of future rewards and any displayed rewards on the Staking Feature are estimated or projected rewards which may differ from the actual rewards. All rewards you may receive are final and non-negotiable. We reserve the right to calculate and

distribute the rewards in our sole discretion, including the right to modify our means of calculation and distribution from time to time.

- vii. When you choose to stake or deposit your Digital Assets, you acknowledge and agree that you are subject to the relevant terms and conditions of the relevant Dapp, protocol, network and/or blockchain.

B. Unstaking or Withdrawing Digital Assets.

- i. Subject to any minimum lock up, cool-down or staking period, you may request to withdraw all or any part of your staked or deposited Digital Assets. After accounting for any fees and the corresponding amount of Digital Assets will be released to your linked wallet.
- ii. The actual process and mechanism of unstaking or withdrawing deposited Digital Assets, and any terms and conditions applicable thereto, will be determined by the relevant Dapp, protocol, network and/or blockchain, and the Platform has no control or responsibility over the same. The time taken for unstaking or withdrawing the relevant Digital Assets will differ based on the Digital Asset being unstaked or withdrawn, and the underlying Dapp, protocol, network or blockchain.
- iii. When you stake or deposit your Digital Assets, the relevant Dapp, blockchain protocol and/or network may impose unstaking limits or withdrawal limits, or pause unstaking or withdrawals based on frequency or volume of requests, slashing penalties, or at their sole discretion, for other reasons it deems appropriate.
- iv. As the unstaking and withdrawal of your staked Digital Assets ultimately depends on the processing of the transaction by the underlying Dapp, blockchain protocol and/or network, kindly note that there may be delays, errors or failures in the processing of your unstaking and withdrawal requests. We are not and will not be responsible or liable for any damage, losses, costs, expenses or other liabilities suffered or incurred by you or any related third party due to any delays, errors or failures in the processing of your unstaking and withdrawal requests.
- v. When you choose to unstake or withdraw your Digital Assets, you acknowledge and agree that you are subject to the relevant terms and conditions of the relevant Dapp, protocol, network and/or blockchain.

C. Participation in the Staking Feature. Prior to your participation in the Staking Feature, and on an ongoing basis, you represent, warrant, covenant and agree that:

- i. you own the assets you supply to the Staking Feature and that such assets are free from any encumbrances, securities or claims by third parties;
- ii. your staking or depositing of any assets complies with all applicable laws and regulations;
- iii. we do not verify the ownership of any assets;
- iv. you are not relying on any representations made by us or on the Platform in respect of any potential returns or risks of lending, borrowing or staking of the Digital Assets;
- v. you possess the necessary skills and knowledge to use the Staking Feature or if otherwise, you have consulted your own independent advisor;
- vi. you understand that the Staking Feature are independent and non-custodial, meaning that the Platform has no control over the underlying Dapp, blockchain protocol or network, and the Platform does not hold or control your assets, and you assume full responsibility for the management of your private keys and wallets; and
- vii. you fully understand and accept the risks involved in using the Staking Feature, which include but are not limited to liquidity risk and collateralization risk and such other risks as set out herein.

D. Limitations and Restrictions

- i. To participate in a Staking Service, you must submit an instruction on the Platform based on the applicable terms and conditions. Upon receipt of your instruction, the Platform may in its sole discretion accept or reject your instruction to participate in a Staking Feature.

- ii. You accept that the Company shall have the right to determine, in its sole discretion, the types of Staking Feature(s) that may be made available to you, and any of the terms and conditions related to such Staking Feature, including without limitation: (a) the term (which may include, a minimum and/or maximum term); (b) the applicable reward rates (if any); (c) the reward commencement date; and (d) the eligible Digital Assets. We will not be responsible or liable to you or any other person or entity for any direct, indirect, special or consequential losses (including loss of profits, business, or opportunities), damages or costs by reason of, or arising from, or as a consequence of, any addition, removal, or changes to the Staking Feature.
- iii. You acknowledge and agree that the Company and the Platform may also in its sole discretion and at any time impose any of the following restrictions or limitations on:
 - (a) the number and type of Staking Feature(s) that you may participate in;
 - (b) the eligible Digital Assets that you may stake in respect of any particular Staking Feature;
 - (c) the amount or value of eligible Digital Assets that you may stake in respect of any particular Staking Feature;
 - (d) the total amount or value of eligible Digital Assets that you may stake across all Staking Feature(s); and
 - (e) the period of time that you may stake eligible Digital Assets in respect of any Staking Feature.

E. Additional Disclaimers

- i. **Risks:** Staking or depositing and unstaking or withdrawing of your Digital Assets is subject to network risks, such as slashing penalties, validator downtime, and other unpredictable events on the underlying Dapp, blockchain protocol and/or network, malicious actors, hacking, theft, loss and other destruction of some or all of your Digital Assets. Further, as the staking or depositing of Digital Assets involves locking up your Digital Assets and making them unusable and illiquid for a period of time, there is a risk of opportunity cost or loss of opportunities, or a loss of value or diminution in value in your staked or deposited Digital Assets. You acknowledge and agree that your use of the Staking Feature for the staking and unstaking of your Digital Assets, is solely at your own risk, and that by staking or depositing, and/or unstaking or withdrawing your Digital Assets, there is a chance of a loss of opportunities, diminution of value, loss of value, loss, destruction or forfeiture of some or all of your staked, deposited, withdrawn or unstaked Digital Assets.
- ii. **Market Volatility Risk:** The value of your staked or deposited Digital Assets can be highly volatile and may fluctuate significantly in short periods. You are assuming the risk of any decrease in the value of the staked or deposited Digital Assets during the time of your participation, including the risk of a total loss of principal.
- iii. **Rewards Rate Fluctuation.** Rates of rewards generated on any Staking Feature, if any, fees and other charges are variable and subject to change. Reward rates may decline over time, and we cannot guarantee that you will earn any rewards on your staked and deposited Digital Assets.
- iv. **Regulatory and Legal Risk.** Changes in applicable laws and regulations may impact your eligibility and/or ability to participate in our Staking Feature. You are solely responsible for ensuring that you are compliant with any applicable laws and regulations before participating.
- v. **Platform Risk.** The Platform and/or Staking Feature may experience technical issues, including software bugs, network congestion, system downtime, or issues related to

blockchain technology, which may impact your ability to access the Platform, the Staking Feature or your funds.

- vi. **No Liability:** We are not and will not be responsible or liable for any damage, losses, costs, expenses or other liabilities suffered or incurred by you due to your staking, depositing, withdrawing or unstaking of your Digital Assets via the Staking Feature.
- vii. **Delays:** You acknowledge and agree that the Company shall have no liability to you or any third party with respect to any losses arising from the timing of any deployment of Digital Assets, including without limitation any delay in staking, depositing, withdrawing or unstaking such Digital Assets.

5. Additional Terms relating to the AI Agent and the ACP

- A. **Source Data of the AI Agents and ACP.** The AI Agents rely on and uses datasets from (a) datasets provided by the Company; (b) datasets licensed by or sourced from Third Party Providers; and (c) prompts, inputs, specifications and parameters provided by Users (the “**Source Data**”). Take note that all AI Agents will form part of the Source Data, and may be re-used and/or adapted by other AI Agents for you or any other User. By using AI Agents and the ACP, you grant to the Company, its affiliates, successors, and assigns a perpetual, worldwide, non-exclusive, sublicensable no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the AI Agents or the Source Data derived from your prompts, inputs, specifications and parameters. This license survives termination of this Agreement by any party, for any reason.
- B. **Responsibility for Prompts.** You are solely and liable responsible for all prompts, inputs, specifications and parameters that you input in your use and interaction of the AI Agent and the ACP (“**Prompts**”) including ensuring that your Prompts do not violate any applicable laws or these Terms, are not designed to or intended to exploit, sabotage, or unfairly manipulate the AI Agent, and that you have all necessary rights and permissions to provide the Prompts. You bear the sole risk and responsibility of all AI Agent Outputs based on your Prompts.
- C. **Additional Disclaimers**
 - i. There is no guarantee of availability or uptime of the Platform, any AI Agent or the ACP. The AI Agents and the ACP may be integrated with, or may otherwise interact with third party services, products and/or Source Data provided by Third Party Providers. Your use of such third party services, products and/or Source Data may be subject to additional terms, conditions, and policies provided to you by the applicable third party. The Company does not guarantee that such third party services, products and/or Source Data provided by Third Party Providers will be compatible with any AI Agents or the ACP.
 - ii. In order for the AI Agents to perform an AI Agent Output based on your Prompts, you must have sufficient amount of Digital Assets needed to fulfil the relevant AI Agent Output in your relevant Digital Wallet (for example to purchase a relevant Digital Asset, or to sell the amount of Digital Order that corresponds to your Prompts). You acknowledge and agree that if you do not have a sufficient amount of Digital Assets in your Digital Wallet, the AI Agent and the ACP will not be able to perform any AI Agent Output(s) for you or on your behalf.
 - iii. To facilitate, conduct, perform and complete AI Agent Outputs based on your Prompts, you will need to provide the relevant AI Agent and the ACP with the permission and authority to access and use your Digital Wallet for the purposes of executing the transaction(s) to conduct, perform and/or complete the AI Agent Outputs on your behalf at any point in time, without further action or interaction from you. In this regard, when you input Prompts to any AI Agent via the ACP, you hereby acknowledge and agree that you are permitting the relevant AI Agent, the ACP, and the Company, and granting the relevant AI Agent, the ACP, and the Company authority, to take certain actions on your Digital Wallet on behalf of you, including without limitation, signing and executing the relevant transaction to fulfil the AI Agent Outputs based on your Prompts.

- iv. By engaging with the AI Agent via the ACP, you acknowledge that the ACP and any AI Agent by the Company (including the Butler Agent) made available through the Platform are provided solely as neutral, technical infrastructure and do not constitute investment advice, brokerage, dealing, exchange, custody or fiduciary services. All investment-related instructions, strategies or transactions generated or executed via the ACP are entered into exclusively between you and the relevant third party AI Agent. The Company is not, and shall not be deemed to be, a party to, nor responsible for, any such instructions, strategies or transactions. You will defend, indemnify and hold harmless the Company, its affiliates, and their respective directors, officers, employees and agents from and against any and all claims, demands, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the ACP or any AI Agent to obtain, evaluate or execute any investment strategy or transaction, or any allegation that the ACP, the Butler Agent, or any output thereof constituted investment advice, an offer or sale of securities, or a violation of securities, commodities, consumer-protection or other laws.
- v. While the Company will use and implement commercially reasonable efforts and measures to maintain the security of the Platform, Users acknowledge and agree that there are inherent risks and flaws in the usage of technology (such as artificial intelligence) and network communications and the transmission of data through the use of the internet. Consequently, there can be no guarantees that (a) the Platform, any AI Agent and the ACP, and (b) any access, use, connection or interaction between the Platform, any AI Agent and/or the ACP, and the User's Digital Wallet will be secure, and the aforementioned may be susceptible to security breaches, delays or failures. You acknowledge and agree that the Company and the Platform shall not be liable or responsible to you or any third party for any losses, damage, costs, expenses, liabilities or any other harm arriving from (a) your access and use of the any AI Agent and the ACP to input Prompts for the purposes of conducting or performing AI Agent Outputs; (b) any AI Agent Outputs conducted or performed by the AI Agents and the ACP; (c) any security breach, unauthorized access, security compromise of your Digital Wallet as a result of any access, use, connection or interaction between the AI Agent, the ACP, the Platform, the Company and the User's Digital Wallet for the purposes of enabling the AI Agent and the ACP to perform and conduct AI Agent Outputs.

6. Restrictions on Use of Platform and Features

- A. **Restrictions.** The Company may suspend or revoke your license to use the Platform or any Services or Content made available thereon if you violate, or assist others in violating, the restrictions and limitations set forth below. You agree that you will not, in whole or in part or under any circumstances, do any of the following:
 - i. **Unauthorized Derivative Works:** Copy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on or related to the Platform or the Services (or any Content made available thereon).
 - ii. **Prohibited Commercial Uses:** Exploit or use in a manner for commercial purposes, in its entirety or individual components, the Platform (or any Content made available thereon) for any purpose not expressly authorized by the Company, including, without limitation (i) accessing and using the Platform at commercial establishments; (ii) using the Platform to advertise, market, provide or sell any third-party product or service; (iii) performing in-Platform services including, without limitation, account boosting or resource-farming or botting or similar activities, whether in exchange for payment or otherwise; (iv) communicating or facilitating (by text, through the Social Features or otherwise) any commercial advertisement, solicitation or offer through or within the Platform or (v) organizing, promoting, facilitating, or participating in any event involving wagering on the outcome, or any other aspect of, activities within the Platform, whether or not such conduct constitutes gambling under the laws of any applicable jurisdiction, without authorization.
 - iii. **Cheating:** Create, use, offer, promote, advertise, make available and/or distribute the following or assist with any of the following activities:

1. **exploits**; i.e. methods not expressly authorized by the Company (whether accomplished using hardware, software, a combination thereof, or otherwise), influencing and/or facilitating use of any Service or Content in a manner that is unintended by the Company, including exploits of any bugs in any Service or Content in the Platform, and thereby granting you and/or any other User an undue and unfair advantage over other Users not using such methods;
 2. **bots**; i.e. any code and/or software, not expressly authorized by the Company, that allows the automated control of your User Account or any Service or Content of the Platform;
 3. **hacks**; i.e. accessing or modifying the software of the Platform (or any Service or Content made available therein) in any manner not expressly authorized by the Company; and/or
 4. any code and/or software, not expressly authorized by the Company, that can be used in connection with the Platform, any Service, any Content and/or any component or part thereof which changes and/or facilitates the feature or functionality of the same;
- iv. **Data Mining**: Use any unauthorized process or software that intercepts, collects, reads, or “mines” information generated or stored by the Platform (or any Service or Content made available therein); provided, however, that the Company may, at its sole and absolute discretion, allow the use of certain third-party user interfaces.
- v. **Unauthorized Connections**: Facilitate, create or maintain any unauthorized connection to the Platform (or any Service or Content made available therein) including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Platform (or any Service or Content made available therein); and (ii) any connection using third-party programs or tools not expressly authorized by the Company.
- vi. **Transfers**: Attempt to sell, sublicense, rent, lease, grant a security interest in or otherwise transfer any copy of the Platform (or any Service or Content made available therein) or component thereof, or your rights to the Platform (or any Service or Content made available therein) to any other party in any way not expressly authorized herein.
- vii. **Disruption / Harassment**: Engage in any conduct intended to disrupt or diminish the social experience for other Users, or disrupt the operation of the Company’s Platform (or any Service or Content made available therein) in any way, including:
1. Disrupting or assisting in the disruption of any server, equipment, hardware or computer system used to support the Platform (or any Service or Content made available therein) or interfering with, disrupting, negatively affecting or inhibiting other Users from enjoying the Platform or any Service or Content made available therein, or in any action or conduct that could damage, disable, overburden, or impair the functioning of the Platform, Service or Content made available therein. ANY ATTEMPT BY YOU TO DISRUPT THE PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PLATFORM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.
 2. Harassment, “griefing,” abusive behaviour or chat, conduct intended to unreasonably undermine or disrupt the Platform experiences of others, and/or any other activity which violates these Terms.
 3. Post or transmit unsolicited or unauthorized advertising, or promotional materials, that are in the nature of “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other similar form of solicitation within the Platform.
- viii. **Violation of Laws**: Access or Use the Platform or any Service or Content provided therein to violate or attempt to violate any applicable law or regulation (including without limitation any applicable anti-money laundering, anti-proliferation and anti-terrorism financing laws and sanctions programs, including, without limitation, the U.S. Bank Secrecy Act and those enforced by the U.S. Department of Treasury’s Office of Foreign Assets Controls and any other export control laws).
- ix. **Violation of Policies**: Access or Use the Platform or any Service or Content provided therein to violate or attempt to violate any policies of the Company.

- x. **Violation of Proprietary Rights:** Use the Platform or Services in any manner that violates, misappropriates, or infringes the rights of the Company, our licensors, our Users, or others, including privacy, publicity, intellectual property, or other rights.
 - xi. **Impersonation.** Use the Platform, Services or any content that involves falsehoods, misrepresentations, or misleading statements, including impersonating someone.
 - xii. **Circumvention of Security.** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party to protect the Platform, or any Service or Content.
 - xiii. **VPN.** Disguise your location through IP proxying, VPN or other methods.
 - xiv. **Circumvention of Content Filtering.** Circumvent any content-filtering techniques, security measures or access controls employed on the Platform or any Service or Content) in any manner.
 - xv. **Illegal, Unfair or Manipulative Trading Practices.** Engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities in any Digital Asset, or taking undue or unfair advantage over other Users, including without limitation:
 - 1. trading at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity, unduly or improperly influencing market prices or establishing a price which does not reflect the true state of the market;
 - 2. trading without changes in material beneficial ownership for the purpose of creating or inducing a false or misleading appearance of trading activity or creating or inducing a false or misleading appearance with respect to market conditions;
 - 3. participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing market prices;
 - 4. transacting in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions, in each case, if such transactions do not comply with all laws, rules and regulations applicable to the parties and assets engaged therein; or
 - 5. engaging in token-based or other financings of a business, enterprise, venture, DAO, software development project or other initiative, including ICOs, DAICOs, IEOs, or other token-based fundraising events;
 - 6. taking advantage of any arbitrage between the Platform and other platforms or service providers;
 - 7. engage in any money laundering, terrorist financing, or other illegal activities; and
 - xvi. Encourage or enable any other individual to do any of the foregoing.
- B. You agree to comply with all applicable U.S. and non-U.S. export control and trade sanctions laws ("**Export Laws**").
- C. Without limiting the foregoing, you may not use the Platform or any Service or any Content if:
- i. a citizen of, or located in or ordinarily resident in any of the Prohibited Jurisdictions as defined below; or
 - ii. you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN Security Council Resolutions, HM Treasury's financial or other sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial or other sanctions regime; or
 - iii. you intend to supply the Platform or any Service or any Content to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo or HM Treasury's financial or other sanctions regime (or a national or resident of one of these countries), or to a

person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial or other sanctions regime.

D. A “**Prohibited Jurisdiction**” refers to any of the following:

- i. Malaysia;
- ii. Iran;
- iii. North Korea;
- iv. Russia;
- v. Certain regions of Ukraine including Crimea, Sevastopol and the areas of Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts not controlled by the Ukrainian government;
- vi. Cuba;
- vii. Yemen;
- viii. Sudan;
- ix. South Sudan;
- x. Libya;
- xi. Lebanon;
- xii. Syria.

E. In addition to the geographical restrictions in Sections 6(C) and 6(D) above, we reserve the right to refuse customers from any other country (collectively, “**Restricted Jurisdictions**”).

F. Particular Services and Content may also not be available in certain countries due to regulatory, licensing and local restrictions.

G. We may deploy technological solutions (such as geo-blocking) to prevent persons located in Restricted Jurisdictions from registering an account and/or otherwise being able to access, or to use, the Platform or Services. You acknowledge and agree that we will not be responsible to you for, and that you will indemnify and hold us harmless for and in relation to, any losses suffered by you as a result of your attempting to access the Platform or Services from within a Restricted Jurisdiction, including by way of any means designed to circumvent any controls or technological solutions that we may have in place from time to time, and which are intended to prevent or limit such access. You accept and acknowledge that we reserve the right to detect and prevent the use of prohibited techniques, including but not limited to fraudulent transaction detection, examination of your device properties, detection of geo-location and IP masking, transactions and blockchain analysis.

H. By accessing the Platform (or any Service or Content found thereon), and entering into this agreement, you confirm that you are not located in a Restricted Jurisdiction or a jurisdiction in which it is illegal to use the Platform (or any Service or Content found thereon).

I. We reserve the right to terminate or limit any person's User status or access to or use of the Platform at any time, with 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 of the restrictions set out above.

7. Payment, Gas Fees and Taxes

A. You may be charged fees or charges to access or use some of the Services on the Platform, including fees without limitation:

- i. such fees for the utilisation of the Platform (the “**Platform Fee**”) on all transactions made on or via the Platform (each a “**Platform Transaction**”). We reserve the right to change or revise the Platform Fee at any time, and any changes or revisions to the Platform Fee will be published on the website and/or be updated within these Terms. It is your responsibility to take note of any changes or revisions to the Platform Fee, and any Platform Transaction conducted by you after the Platform Fee is revised shall constitute your acceptance of such revised Platform Fee; and

- ii. gas fees or transaction fees charged on the deposit, withdrawal, conversion, swaps or other transactions relating to the Digital Assets carried out via any Services or other fees or charges imposed by Third Party Providers when you use their Dapps ("**Third Party Fees**"). Where applicable, gas fees are paid to the third parties and/or network of computers that operate the blockchain and/or process the transactions and are not paid to us. Kindly note that such Third Party Fees often fluctuate based on a number of factors, all of which are not under our control, and may therefore change at any time without notice.
- B. By using the Services, you agree to pay any such fees or charges (including the Platform Fee and the Third Party Fees) imposed for the use of such Services.
- C. Although the Company or the Third Party Provider endeavours to provide an accurate estimate of the final quote, any such information only represents an estimation of the applicable fees or charges (such as the Platform Fee and/or the Third Party Fees), which may vary from the fees or charges actually paid to use the relevant Service and/or interact with the relevant blockchain or any other network with which the relevant Service and the Platform are compatible.
- D. Any transactions or payments made through any Service via the Platform will be processed through the blockchain or such other payment gateway or process as may be determined by us or by the relevant Third Party Provider (collectively, the "**Payment Process**"). We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions made via the Payment Process. You acknowledge that we have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions you made via any Service, including, but not limited to, instances where your payment was not properly processed on the Payment Process or where payment was erroneously made to an unintended recipient. It is solely your responsibility to confirm that your payment for any Platform Transaction has been processed and completed successfully. We do not provide refunds for any fees, payments or Platform Transactions that you might make on or through the Platform.
- E. All amounts payable by you under these Terms will be paid to us without set-off or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we use commercially reasonable efforts to communicate updated fees and charges through our Platform, or other public channels. We may increase or add new fees and charges for any existing Services you are using by using commercially reasonable efforts to notify Users through our Platform, or other public channels.
- F. You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Platform (collectively, the "**Taxes**"). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including gas fees) made to us pursuant to these Terms.

8. Ownership of Intellectual Property

- A. The Platform and the Services and Content contained therein, including any Virtuals Trademarks (defined below), media, web applications, mobile applications, software, computer code, metadata, materials, design, text, images, photographs, illustrations, animation, content, text, media files, artwork, graphic material, databases, proprietary information, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all Intellectual Property Rights therein (all of the foregoing, individually and

collectively, the “**Virtuals Assets**”), are our property and/or where applicable, the property of our licensors or suppliers. The Platform may contain materials licensed by third-parties to the Company, and these third-parties may enforce their ownership rights against you in the event that you violate these Terms. Nothing in these Terms shall be interpreted as granting any license of Intellectual Property Rights of the Virtuals Assets to you other than as explicitly set forth in these Terms. You may not remove, delete or obscure any trademark notice, copyright notice or other intellectual property notice in any part of the Platform. You may not do anything that infringes, violates or misappropriates the exclusive rights belonging to us.

- B. Under these Terms, “**Intellectual Property Rights**” refer to patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. “**Virtuals Trademarks**” means any and all logos, trademarks, service marks, and trade dress associated with the Platform, including the “Virtuals”, “Virtuals Partner Network” or “VPN”, “Agent Commerce Protocol” or “ACP”, “Butler Agent”, “GAME Framework”, “Genesis Launch” and “Virgens” names or products or service developed by us.
- C. The animations, page headers, custom graphics, button icons, style sheets and scripts that contribute to the “look and feel” of the Platform are service marks, trademarks and/or trade dress that belong to us and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by us in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits the Platform, the Virtuals Trademarks or the Company.
- D. You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including, without limitation, about how to improve the Platform, the Services or any Content through the email address provided at the end of these Terms or support channels within the Platform (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

9. Third-Party Providers And Services

- A. The Platform and any Services made available thereon may contain software or services provided by or links to third-party services (“**Third-Party Content**”). We make no warranties or representations, express or implied, in respect of the availability, functionality or content of such Third-Party Content, and you agree that the Company shall not be liable for any loss or damages arising from or in connection with your use of any third-party services. You may be subject to the terms and policies of such relevant third-parties.
- B. When you use the Platform and any Service and any Content made available thereon, you may also be using the functionality, application, software or service of one or more Third Party Providers. For example, the operation of the perp / defi trading features relies on smart contracts, blockchains, and computer infrastructure operated by third persons. Your use of those and other third-party functionality, application, software or service (each a “**Third-Party Service**”) will be subject to the privacy policies, terms of service or terms of use and similar policies and terms, and fees of those Third Party Providers. You agree that the Company shall not be liable for any loss or damages arising from your use of or the breach thereof of any Third-Party Service. We have no responsibility for any Third-Party Content or any Third-Party Service that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable to you or under the law in your jurisdiction. The choice to rely on Third-Party Content or to use a Third-Party Service is your own, and you are solely responsible for ensuring that your reliance or use is in compliance with all

applicable laws. Dealing or correspondence with any third party that provides such content or services is solely between you and that third party. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Content and Third-Party Service at any time without notice.

- C. The Platform and any Service and any Content made available thereon may contain links to Third-Party Services (including, without limitation, Dapps), and may leverage or plug into such Third-Party Services to enable certain features. When using a Dapp or other Third-Party Service, you understand that you are at no time transferring your Digital Assets or private keys to us. We provide the Platform (and the Service and/or Content made available thereon) and access to Third-Party Services only as a convenience, and we do not have control over their content, and we do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products or functionality made accessible via the Platform or by those Third Party Providers (including any related website, resources or links displayed therein). We make no warranties or representations, express or implied, about the Platform (including any Content or Service made available thereon) or such linked Third-Party Services, the third parties they are owned and operated by, the information contained on them or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of the Platform and any Service and any Content made available thereon including any third-party website, applications, or resources. When you click such link, we may not warn you that you have left our Platform.
- D. We may provide experiences on social media platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post is subject to the terms of use /terms of service and privacy policies of those platforms and related services. We have no control over such social media platforms or related services, and they are deemed Third-Party Services under these Terms.

10. Data Protection and Privacy.

- A. In the course of your access and/or use of the Platform or any Service, we may be required to collect, use, disclose and/or process certain data (including personal data) belonging to you. In this regard, we will collect, use, disclose and/or process your personal data in accordance with applicable data protection and privacy laws, and as set out in our Privacy Policy.

11. Limited Warranty and Disclaimer.

A. GENERAL:

- i. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE PLATFORM AND ANY SERVICE AND ANY CONTENT (INCLUDING ANY GENERATED RESULTS) MADE AVAILABLE THEREON ARE PROVIDED ON AN "AS IS", "UNDER DEVELOPMENT", "WITH ALL FAULTS" AND "AS AVAILABLE," BASIS FOR USE, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED OR ERROR-FREE USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- ii. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES, NOR ITS SUPPLIERS, THIRD PARTY PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER

DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY OR THEFT OR MISAPPROPRIATION OF PROPERTY OR ANY OTHER THEORY (EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (A) THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; (B) THE USE OR THE INABILITY TO USE THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; (E) ANY ACTIONS THE COMPANY TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND; (F) HUMAN ERRORS; (G) TECHNICAL MALFUNCTIONS; (H) FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; (I) OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; (J) INABILITY TO FULLY ACCESS THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON OR ANY OTHER WEBSITE; (K) THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; (L) TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR (M) ANY OTHER MATTER RELATING TO THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- iii. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE ACCURATE, (IV) THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE SECURE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT.
- iv. THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF ANY DIGITAL WALLETS OR OTHER APPLICABLE BLOCKCHAIN, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN OR COMPROMISED PASSWORDS OR SEED PHRASES OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) INTELLECTUAL PROPERTY INFRINGEMENT BY THE USERS; (E) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS

OF ATTACK AGAINST THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON.

B. DIGITAL ASSETS RELATED DISCLAIMERS

- i. The Company and the Platform and the Services could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit your ability to access or use the Platform, the Services, decentralised protocols or networks or other applicable blockchain. The Company, the Platform and the Services are not registered or licensed by any governmental or regulatory authority or agency. No such governmental or regulatory authority or agency has reviewed or approved the Company, the Platform and the Services provided thereunder.
- ii. You acknowledge and agree that blockchain and decentralized technologies are an emerging technology and progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to smart contracts, Digital Assets, the Platform, and the Services which could result in the theft or loss of your cryptographic tokens or property, among other potential consequences. By using the Platform and any of the Services you acknowledge and agree to undertake these risks.
- iii. You acknowledge and agree that such Digital Assets, blockchain technologies and associated assets are highly volatile due to many factors including but not limited to popularity, adoption, speculation, regulation, technology and security risks. You also acknowledge and agree that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the relevant protocol or network or other applicable blockchain. The Company does not invite or make any offer to acquire, purchase, sell, transfer or otherwise deal in any Digital Asset. Third parties may provide services involving the acquisition, purchase, sale, transfer or exchange of Digital Assets; the Company does not provide any such service and does not undertake any liability in connection thereto. You acknowledge and agree these risks and represent that the Company cannot be held liable for changes and fluctuations in value or increased costs.
- iv. The Company is a developer and provider of software. The Company is not a broker, fund management agency, fund manager, financial institution nor is it a dealer or arranger, nor does it operate a Digital Asset exchange platform or offer trade execution or clearing services and, therefore, has no oversight, involvement, or control concerning the transactions you choose to conduct via the Services. All transactions between Users are executed and conducted directly on the Third Party Service via any relevant protocol or network (or other network) addresses through smart contracts. You are responsible for complying with all laws that may be applicable to or govern your use of the Services, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. CFTC, the federal securities laws and the regulations promulgated thereunder by the U.S. SEC, the Securities and Futures Act and the Payment Services Act overseen by the Monetary Authority of Singapore and all foreign laws that apply to you and your use of such Services.
- v. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections failure or problems, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Digital Wallet. You accept and acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, the Services, any relevant protocol or network or other applicable blockchain for processing transactions, however caused.
- vi. You acknowledge and agree that the Platform, and the Services and Contents made available thereon (including any artificial intelligence technologies, and Generated Results) are software code and are subject to flaws and acknowledge that you are solely responsible

for evaluating any smart contract, code provided by the Platform and/or the Services and Content made available thereon and the trustworthiness of any third-party websites, products, smart-contracts, or content you access or use through the Platform. Like all software, the Platform and the Services may be subject to exploits. The Company is not and will not be responsible for exploits of any kind. While the Company has taken a number of precautions to maintain the security of the Platform and the Services respectively, this is a nascent technology and it is not possible to guarantee that the software codes or any smart contracts are completely free from vulnerabilities, bugs or errors. You accept all risks that arise from using the Platform and the Services, including, and not limited to, the risk of inaccurate, incomplete or flawed Generated Results, the risk of any funds being lost due to a failure or exploit of the Platform or any of the Services. You further expressly acknowledge and agree that the Digital Assets, and any relevant protocol or network applications or other blockchain applications can be written maliciously or negligently, that the Company cannot be held liable for your interaction with such Digital Assets applications and that such applications may cause the loss of property or even identity. This warning and others later provided by the Company in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Platform or any Service or Content made available thereon.

- vii. Any and all information provided in connection with your access and use of the Platform (or any Service or Content made available thereon), including without limitation any Generated Results and User Content, should not and may not be construed as legal, tax, investment, financial, professional or other advice. You should not take, and should refrain from taking, any action based on any information contained on the Platform (or any Service or Content made available thereon), or any other information we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord or telegram content, news feeds, tutorials, tweets and videos. Before you make any financial, legal or other decisions involving the Platform (or any Service or Content made available thereon) or use thereof, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have are expressly set out in these Terms (including in the Privacy Policy).
- viii. The following risks are associated with Digital Assets, the Platform, the Services and blockchain based technologies in general: the risk of losing private keys, theft resulting from third parties discovering your private key, value fluctuation of Digital Assets on the secondary market, disruptions to any applicable protocol or network caused by network congestion, lack of usability of, or loss of value with respect to, digital assets due to a hard fork or other disruption to the to any applicable protocol or network, or errors, bugs, or vulnerabilities in the smart contract code associated with a given Digital Asset or transactions involving Digital Assets.
- ix. Upgrades, forks or changes to the blockchain or a change in how transactions are confirmed on the blockchain may have unintended, adverse effects. In the event of a change to an underlying blockchain network, or other network disruption, resulting in a fork of the existing blockchain into one (or more) additional blockchains, the Platform and the Services may not halt and stop functioning. In addition, in the event of a fork, transactions on the network may be disrupted, including transactions involving the Platform and the Services.
- x. Other counterparty risks. Apart from situations where another User is the Counterparty, the use of the Platform may include other counterparty related risks including without limitation, if a market maker or liquidity provider faces issues which could result in slippage or an inability to execute trades; failures by or disputes with payment processors which may delay deposit and withdrawal transactions; borrowers defaulting on their repayment obligations which may delay the redemption of deposits from certain products. In such other exceptional circumstances, your Digital Asset holdings and your ability to transact or deal with your Digital Asset holdings, may be adversely affected which may result in a range of outcomes including, without limitation, transactions not completing as expected, trading costs being

irrecoverable, loss of profits, inability to acquire or dispose of assets at the desired time or price.

- xi. The Digital Asset industry is subject to systemic and systematic risk. Systemic and systematic risks are both threats to the Digital Asset markets and economy, but the cause of these risks and the approaches for managing them are different. Systemic risk is the risk that a company or industry-level risk could trigger a major collapse. Systematic risk is the risk inherent to the entire market, which can be economic, sociopolitical, technological, or natural in origin. These risks can affect the prices of Digital Assets.

12. Limitations of Liability. To the fullest extent allowed by applicable law, the Company, its parent, subsidiaries, Third Party Providers and affiliates shall not be liable for any loss or damage arising out of your use of, or inability to access or use, the Platform or Services. The Company liability shall never exceed the total Platform Fees paid by you to the Company during the six (6) months prior to your making a claim against the Company, or USD\$100, whichever is lower, unless applicable law explicitly disallows this limitation, in which case the Company's liability shall be limited to the fullest extent permitted by applicable law.

13. Indemnity. You hereby agree to defend and indemnify the Company, its parent, subsidiaries, licensors and affiliates against and from any third party claims, liabilities, losses, injuries, damages, costs or expenses incurred by the Company arising out of or from any violation by you of these Terms or your misuse of the Platform or Services.

14. Equitable Remedies. You agree that the Company would be irreparably damaged if the sections of these Terms were not specifically followed and enforced. In such an event, you agree that the Company shall be entitled, without bond or other security, or proof of damages, to appropriate equitable relief in the event you breach these Terms; and that the awarding of equitable relief to the Company will not limit its ability to receive remedies that are otherwise available to the Company under applicable laws.

15. Amendments and Variations.

A. Alterations to the Terms.

- i. **The Company's Rights.** The Company may create updated versions of these Terms (each a "New Terms") as its business and the law evolves.
- ii. **New Terms.** These Terms will terminate immediately upon the introduction of a New Terms. New Terms will not be applied retroactively and cannot alter the process for resolving a Dispute between us once you have notified the Company of a Dispute. If you do not wish to be bound by a New Terms, you must immediately cease using the Platform all Services. Your continued use of the Platform or the Services after the Company has published any New Terms constitutes acceptance by you of the New Terms.

16. Term and Termination.

A. Term. These Terms are effective upon your first access and use of the Platform, and shall remain in effect until it is terminated or superseded by a New Terms, or, if neither of the foregoing events occur, as long as you continue using the Platform.

B. Termination

- i. The Company reserves the right to terminate these Terms at any time for any reason, or for no reason, with or without notice to you. For purposes of explanation and not limitation, most access and usage suspensions and terminations are the result of violations of these Terms. In case of minor violations of these rules, the Company may provide you with a prior warning and/or suspend your use of the Platform due to your non-compliance prior to terminating these Terms.
- ii. In the event of a termination of these Terms, you will continue to be able to access and use your Digital Wallet, but you may need to do so through means outside of the Platform (for example, a browser extension). In addition, you will not be able to use the Platform. The

Dispute Resolution provisions of these Terms will survive termination and apply to all Disputes that arose or could have been initiated prior to termination.

17. Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY

- A. **APPLICABILITY OF THIS DISPUTE RESOLUTION POLICY.** This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence. To the fullest extent allowed by applicable law, you and the Company agree to submit all Disputes between us to individual, binding arbitration. A “**Dispute**” means any dispute, claim, or controversy (except those specifically exempted below) between you and the Company that relates to any aspect of our relationship, including, without limitation, your use or attempted use of the Platform (including any Service or Content made available thereon), and all marketing related to them, any licensed content, and all matters arising under these Terms, the Company’s Privacy Policy, or any other agreement between you and the Company, including the validity and enforceability of this agreement to arbitrate. A Dispute shall be subject to binding, individual arbitration regardless of whether it is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. This includes claims that accrued before you entered into these Terms. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.
- B. **INFORMAL NEGOTIATION PERIOD.** In an effort to accelerate resolution and reduce the cost of any Dispute related to, or arising out of, these Terms, you and the Company agree to first attempt to negotiate any Dispute (except as set out in Section 17.F. below) informally for at least thirty (30) days before either party initiates any arbitration or court proceeding. **Notice must be provided within one (1) year of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims.**
- i. Negotiations will begin upon receipt of written notice by the party raising the Dispute. The Company will send its notice to your e-mail address or otherwise contact you via the registered telephone number that you have provided to us.
 - ii. You will send your notice to the Company at hello@virtuals.io.
- C. **BINDING ARBITRATION.** If a Dispute cannot be resolved through negotiations, either you or the Company may elect to have the Dispute finally and exclusively resolved by binding arbitration. The provision by you of a notice to the Company, containing all of the information referenced above, and your good-faith participation in the Informal Negotiation Period, are prerequisites to commencing arbitration.
- i. Any dispute as to any matter arising under, out of or in connection with this Agreement (including but not limited to any question regarding its existence, validity or termination) shall be referred to and finally and exclusively determined by arbitration in Panama at the Arbitration and Settlement Centre of Panama (“**CECAP**”) in accordance with the Arbitration Rules of the CECAP for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman (or equivalent position) of the CECAP. The language of the arbitration shall be English. The award by the arbitrator shall be valid, final and binding on each of the Parties. The Parties shall have the right to seek interim injunctive relief from a court of competent jurisdiction, both before and after the arbitrator has been appointed, at any time up until the arbitrator has made its final award. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and the Company shall be responsible for their respective attorneys’ fees and expenses.
 - ii. **THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.** The arbitrator may not consolidate disputes against the Company by other individuals or entities unless the Company expressly consents to such consolidation. These Terms provide no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through proceedings on a class or representative basis or using class action

procedures. The arbitrator may award any relief that is permitted by applicable law with respect to your individual claim, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than you.

- D. **CLASS AND COLLECTIVE ACTION WAIVER.** To the fullest extent allowed by applicable law, you and the Company agree that neither you nor the Company may participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or for any non-arbitrable claim pursued in court. The arbitrator and any court shall construe the agreement to arbitrate and the agreement to waive class or collective actions in any manner that will render them enforceable and give them effect. If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then entirely void. If any portion of these Terms other than the class action waiver is found illegal or unenforceable, such portion shall be severed and the remainder of these Terms shall be given full force and effect. Any Dispute subject to any such portion of these Terms shall be decided by the arbitrator.
- E. **GOVERNING LAW.** Unless these Terms include express language to the contrary, all Disputes shall be governed by and construed under the laws of Panama without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. This paragraph will be interpreted as broadly as applicable law permits.
- F. **EXCEPTIONS TO NEGOTIATIONS AND ARBITRATION.** You and the Company agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration:
- i. any Dispute seeking to enforce or protect, or concerning the validity of, any of the Company's intellectual property rights;
 - ii. any Dispute related to, or arising from, claims that the other party has committed piracy;
 - iii. individual actions duly filed in a small-claims court of competent jurisdiction on a non-representative basis; any claim within the jurisdictional limits of the small claims courts;
 - iv. enforcement actions pursued through a governmental agency if permitted by applicable law;
 - v. the Company's right to seek injunctive relief to preserve the status quo pending or during an arbitration.

Claims excluded from arbitration under this section are subject to the choice of law, forum selection, and jury waiver clauses set forth in these Terms.

18. Data Analytics.

We may collect information from our users through the Platform in order to better understand their needs and usage patterns, which can be used to inform future improvements to the Platform and provide a more personalized experience. Information being collected may include, without limitation, the following:

- Users, pageviews, sessions
- Source (e.g. google, social, direct)
- Time spent on site
- Users info (country, browser language)

19. General.

- A. You understand and agree that the Platform may not be used, accessed, downloaded, or otherwise exported, reexported, or transferred in contravention of applicable export control, economic sanctions, and import laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). You represent and warrant that you (1) are not subject to any sanctions or export restrictions (including without limitation, U.S. or UN imposed sanctions or export restrictions) and otherwise are eligible to utilize the Platform under applicable laws and regulations; (2) are not located or ordinarily resident in a country or region subject to comprehensive or near-comprehensive sanctions/embargo (including without limitation, U.S. or UN imposed sanctions or embargoes), unless your use of the Platform in such country or region is authorized by applicable law; (3) are not an official, employee, agent, or contractor of, or directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned

or controlled by the foregoing) or political party (e.g., Cuban Communist Party, Workers' Party of Korea) subject to U.S. or UN sanctions/embargo or any other entity in a sanctioned/embargoed country or region or subject to U.S. or UN imposed based sanctions/embargo; and (4) will not use the Platform in connection with an end-use prohibited by applicable law.

- B. The Company may assign these Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign these Terms without the Company's prior written consent. Your assignment of these Terms without the Company's prior written consent shall be void.
- C. The Company's failure to enforce a provision of these Terms shall not be construed as a (i) waiver of such provision, or (ii) diminishment of any right to enforce such provisions. Further, the Company's may choose to waive enforcement of a provision of these Terms in a particular instance; however, you are still obligated to comply with that waived provision in the future.

D. Notices.

- i. If to the Company:
hello@virtuals.io
 - ii. If to You. All notices given by the Company under these Terms shall be given to you either through written notice, email, or website blog post.
- E. The Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of the Company, such as natural disasters, unforeseen intrusions into our cyberspace, war, terrorism, riots, embargoes, acts of civil or military authorities, acts of God, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
 - F. If any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of these Terms shall be given full force and effect.
 - G. These Terms, constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.
 - H. Any provisions of these Terms that by its construction are intended to survive the termination of such Terms shall survive. This includes, without limitations, Sections 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 16, 17 and 19.

Last updated: 18 June, 2025