

TERMS OF SERVICE

THESE TERMS OF SERVICE (these "**Terms**"), is a legal and binding contract between Horus Research LLC, a Saint Vincent and the Grenadines limited liability company registered under the Limited Liability Companies Act of Saint Vincent and the Grenadines having its registered office at Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines, its successors and assigns (hereinafter the "**Company**", "**our**", "**us**" or "**we**"), and the party or parties (the "**User**", or "**you**") accessing or using the Services and/or the Platform (as defined herein).

The information in these Terms does not constitute a recommendation by the Company, or any other person, to use the Services. The information in these Terms do not necessarily identify, or purport to identify, all the risk factors associated with using the Services. Users must make their own independent assessment, after making such investigations as they consider necessary, of the merits of using the Services. Users should consult and rely upon their accounting, legal and tax representatives and advisers in order to evaluate the economic, legal and tax consequences of using the Services.

Users must also investigate themselves as to the regulations within the countries of their nationality, residence, ordinary residence or domicile regarding the use of the Services, including, but not limited to, restrictions or regulations regarding buying, holding, trading or disposing of cryptographic coins/tokens or virtual currencies in general. ***The Company does not offer to use the Services in any jurisdiction or to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction.***

In the event of any dispute between the Company and a User, such dispute shall be determined pursuant to the arbitration provision detailed in Section 20 "Submission to Arbitration" and Section 21 "Waiver of Class Action Rights and Class Wide Arbitration".

The Company reserves the right, at its sole discretion, to modify or replace these Terms at any time, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of the Services following any such modification constitutes your acceptance of these modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services. The Company encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Services.

The Platform (as defined herein) enables users to interact with components of the Exceed Protocol (as defined herein) via third-party wallet applications (e.g. Phantom) and may connect to various third-party protocols (the "**Third-Party Protocols**"). The Platform itself is distinct from the Protocol, which operates through permissionless, open-source smart contracts deployed on decentralized blockchains. Users or other developers are free to create their own interfaces to interact with the Protocol independently of the Platform.

If you do not understand and accept these Terms in their entirety, you shall not access or use the Platform or any Services.

1. DEFINITIONS; INTERPRETATION

1.1. Definitions

“Applicable Law” means all relevant or applicable statutes, laws (including any reporting and/or withholding tax requirements of any government), rules, regulations, directives, circulars, notices, guidelines and practice notes of any Governmental Authority of Saint Vincent and the Grenadines.

“APIs” means Application Programming Interfaces.

“Affiliated Entities” includes, but is not limited to, any partnership, corporation, limited liability company, trust, or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, the Company. The term “control” as used in the immediately preceding sentence means, with respect to a corporation, the right to exercise, directly or indirectly, more than 25% of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

“Company”, “we”, “us”, or “our” means Horus Research LLC, a Saint Vincent and the Grenadines limited liability company registered under the Limited Liability Companies Act of Saint Vincent and the Grenadines having its registered office at Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines, its successors and assigns.

“Company Parties” means the Company, the Affiliated Entities and their parent companies, subsidiaries, affiliates, agents, representatives, predecessors, advisors, and the successors and assigns of each of the foregoing.

“Content” means any data or information or documents or images on the Website, the Platform and its related sites and mobile applications, data available through any APIs, and any information, documents or images on the Company accounts in any third-party social media platforms, including but not limited to Twitter, Instagram, Telegram, Facebook, Discord, Github, Medium, YouTube, and Reddit.

“Exceed Protocol” means the decentralized protocol deployed in a distributed ledger network, consisting of a series of smart contracts that enable to mint, redeem, buy, sell, exchange, stake, Future Exceed Tokens, Exceed Tokens, and other Virtual Assets as the case may be, and enable the distribution of Rewards.

“Exceed Token” means the Virtual Asset named Exceed Token.

“Future Exceed Token” or “FXT” means the right to receive an Exceed Token subject to the vesting schedule set by the Protocol from time to time.

“Intellectual Property Rights” includes, but are not limited to, any registered or unregistered patents, database rights, data protection rights, trademarks, trade secrets, trade names, corporate names, service marks, tag lines and descriptors, domain names, design, structure, layouts, graphical images, typography, color palettes, and copyrightable works, including but not limited to software applications, underlying source code, stationery, signage, promotional items, advertising and marketing materials, press releases, photographs, forms, and electronic media.

“KYC/AML & CTF Policy” means the policies and procedures implemented by the Company to detect and prevent money laundering, terrorist financing, and corruption.

“Platform” means the user interface and software infrastructure as further described in Section 7 of these Terms.

“Privacy Policy” means the privacy policy of the Company available at the Website.

“Prohibited Jurisdiction” means (i) the United States, the Province of Ontario of Canada, the People’s Republic of China, Afghanistan, Belarus, Central African Republic, Congo, Democratic Republic of the Congo, Republic of the Cote D’Ivoire, Crimea (a region of Ukraine annexed by the Russian Federation), the self-proclaimed Donetsk People’s Republic (a region of Ukraine), the self-proclaimed Luhansk People’s Republic (a region of Ukraine), Kherson Oblast (a region of Ukraine), Zaporizhzhia Oblast (a region of Ukraine), Cuba, El Salvador, Eswatini, Gambia, the territory of the Gaza Strip, the West Bank Territories, Iran, Iraq, Liberia, Libya, Malawi, Mali, Moldova, Myanmar, Niger, North Korea, South Sudan, Sudan, Syria, Venezuela, Yemen, Zambia, Zimbabwe; (ii) any state, country or other jurisdiction that is sanctioned and/or embargoed by the United States of America, the United Nations, the United Kingdom, the European Union and/or Switzerland; (iii) a jurisdiction where it would be illegal according to local law or regulation for the User to use the Services; or (iv) where the Services are prohibited or contrary to local law or regulation, or could subject the Company or its Affiliated Entities to any local registration, regulatory or licensing requirements.

“Protocol” includes the Exceed Protocol and the Third-Party Protocols. The term “Protocol” in these Terms shall also include the Protocol Participants and the Protocol Rules.

“Protocol Participant” means a person that interacts with the Protocol for performing any transaction of Virtual Assets, including Exceed Tokens, or any other Virtual Asset.

“Protocol Rules” means the standards, code, and procedures programmed in the Protocol’s smart contracts that may determine the purchase price, sale price, exchange price, redemption price, Rewards’ rates, or any other prices or rates mentioned in section 7 of these Terms.

“Revenue Sharing” means a share of the fees generated by the Protocol at a rate determined by the Protocol.

“Rewards” means the Rewards distributed by staking Staking Tokens as further described in Section 7 of these Terms.

"Services" means the Website, and the Platform described in Section 7 of these Terms.

"Staking" or **"to Stake"** means to deposit Staking Tokens to the smart contracts of the Protocol for receiving Rewards, and "Unstake" shall be construed accordingly.

"Staking Tokens" means any Virtual Asset that may be deposited through the Platform from time to time for the receipt of a corresponding Synthetic Liquid Staking Token, including but not limited to (i) USDC, (ii) SOL, (iii) cbBTC, (iv) wETH, (v) Exceed Tokens, or (vi) any other Virtual Assets that the Protocol may accept from time to time.

"Synthetic Liquid Staking Token" or "sLST" means the deposit token received when Staking Staking Tokens that represents the amount of such Staking Tokens Staked, including but not limited to: (i) exSOL or pikSOL (legacy) when Staking SOL; (ii) exUSDC when Staking USDC; (iii) exBTC when Staking cbBTC; (iv) exETH when Staking wETH; (v) figUSDC when Staking USDC; or (vi) any other sLST that the Protocol may issue from time to time.

"Terms" means these Terms of Use and the Privacy Policy, including all exhibits and any amendments and supplements thereto.

"TGE" means the token generation event in which Exceed Tokens will be available for acquisition.

"User Content" means any content, feedback, suggestions, ideas, or other information or materials about the Company, or the Platform or the Services, that you provide to the Company through the Website, the Services, or any other means including but not limited to blogs, message boards, forums and APIs (whether or not submitted through a third party).

"U.S. Person" means a citizen or resident of the United States, a corporation (or other entity treated as a corporation for United States federal income tax purposes) created or organized in the United States or any political subdivision thereof, an estate the income of which is subject to United States federal income taxation regardless of its source, a partnership or limited liability company or other entity created or organized in or under the laws of the United States, a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States fiduciaries have the authority to control all substantial decisions of the trust or (ii) the trust properly elected to be treated as a US Person, or any person falling within the definition of the term "United States Person" under the 1933 Act or under any other applicable rules or regulations.

"United States" means the United States of America (including the States and District of Columbia) and any of its territories, possessions and other areas subject to its jurisdiction.

"User" means any person or entity using the Services. Collectively, such persons or entities shall be referred to as the **"Users."**

“Virtual Assets” means encrypted currencies or digital assets or digital tokens or virtual currencies or cryptocurrencies which are based on distributed ledger technology and can be digitally traded, which are used or traded in connection with the Platform.

“Website” means <https://exceed.finance>, any API located at <https://exceed.finance> and any direct subdomain of <https://exceed.finance>, and any content or software application made available through <https://exceed.finance>, and all downloadable materials.

1.2. Interpretation; Translations

In these Terms, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words which are gender neutral or gender specific include each gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in these Terms have a corresponding meaning;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a government agency;
- (e) a reference to "includes" means to include without limitation;
- (f) a reference to a law is a reference to such law as amended, consolidated or replaced;
- (g) a reference to a document includes all amendments or supplements to such document, or replacements or innovations of it;
- (h) a reference to an entity in these Terms includes that entity's successors and permitted assigns;
- (i) all references to currencies or Virtual Assets shall include any successor currency or Virtual Asset, as the case may be; and
- (j) all references to dates are to dates of the Gregorian calendar.

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this document or any part of it.

The titles, subtitles and headings used herein are provided for convenience only and should not be considered in construing or interpreting the Terms.

These Terms and related documents may be translated. Any translation is for reference purposes only and is not certified by any person. Only the English language version of the Terms and its related documents have legal effect and shall prevail to the extent of any inconsistency.

2. NO REPRESENTATIONS AND WARRANTIES; DISCLAIMER

2.1. Your access or use of the Services is at your sole risk, and you are solely responsible for any losses, damages or costs resulting from using or accessing the Services. The Services do not constitute investment advice or any marketing, or promotion or offer of any product or investment to you or any third party. The Services are provided on an “AS IS” and “AS AVAILABLE” basis. The Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness

for a particular purpose, non-infringement or course of performance. the Company shall in no event be held liable for any loss or other damages, including but not limited to special, incidental, consequential, or other damages. Without limiting the foregoing, the Company does not represent or warrant that the Services are accurate, complete, reliable, current or error-free, or free of viruses or other harmful components. By accessing and/or using our Services, you agree that the Company shall not have any liability, contingent or otherwise, to you or to any third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Services or for delays or omissions of the Services, or for the failure of any connection or communication service to provide or maintain your access to the Services, or for any interruption in or disruption of your access or any erroneous communications between the Company and you, regardless of cause.

2.2. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES ARE APPROPRIATE FOR USE IN ALL LOCATIONS, OR THAT THE TRANSACTIONS AND SERVICES DESCRIBED HEREIN ARE AVAILABLE OR APPROPRIATE FOR ENTRY INTO OR USE IN ALL JURISDICTIONS OR BY ALL PARTIES. YOU SHOULD INFORM YOURSELF AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE SERVICES WITHIN ALL JURISDICTIONS APPLICABLE TO YOU. THE COMPANY IS NOT RESPONSIBLE FOR TAX CONSEQUENCES TO YOU OF USING THE SERVICES.

2.3. Users shall be responsible for payment of all taxes, fees and surcharges, however designated, imposed on or based upon the use of the Services and Rewards or Net Rewards obtained by the use of Services.

2.4. Neither the Company nor any of its Affiliated Entities shall provide any advice or guidance with respect to the tax obligations of the User. You are strongly encouraged to seek advice from your own tax advisor to discuss the potential tax consequences of entering into these Terms.

2.5. The Company Parties hereby expressly disclaims responsibility for, and shall in no case be liable for any damage, loss, penalty, cost or expense, whether direct, indirect, incidental, consequential, special, punitive, exemplary or economic (and whether or not caused by negligence) which arises in tort, contract or otherwise, to the fullest extent allowed by applicable law, to any person or entity in connection with:

- (a) any person's use of the Services in violation of any anti-money laundering, counter-terrorism financing or other regulatory requirements that are imposed in any jurisdiction;
- (b) any person's use of the Services in violation of or contravention to any representation, warranty, obligation, covenant or other provision of these Terms;
- (c) the exercise of any right by the Company under these Terms;
- (d) unauthorized data interception, interruption, transmission blackout, or delays (due to data volume, server error or otherwise) during the provision of the Services;

- (e) a delay in development of the Platform, a failure to meet any anticipated milestones for the the Platform, or a failure to timely disclose any information relating to the development of the Platform;
- (f) any error, bug, flaw, defect or otherwise of the source code of the Platform or in related code;
- (g) any malfunction, breakdown, collapse, or delay caused by the blockchain or by software of the Website, Platform or Services;
- (h) any loss of Virtual Assets due a failure to (a) safeguard a Virtual Asset wallet, including the loss, destruction, theft or accidental disclosure of the private keys, or (b) not utilizing proper type or kind of Virtual Asset wallet;
- (i) any default, breach, infringement, breakdown, collapse, service suspension or interruption, fraud, mishandling, misconduct, malpractice, negligence, bankruptcy, insolvency, dissolution or winding-up of any developer, or operator of a Third-Party Software Application;
- (j) the Services being classified or treated by any government, quasi-government, authority or public body as a regulated activity.

2.6. The Company is not regulated by any regulatory body as a virtual asset service provider, or in any other capacity. You understand and acknowledge that we do not broker, execute or settle any transactions on your behalf, as such transactions occur in a peer to peer manner entirely on public distributed blockchains.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE USER

By accessing and/or using the Website, the Platform and/or the Services, you represent and warrant that:

- a) you are at least 18 years old or of legal age to form a binding contract under applicable law, are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms;
- b) if you are entering into these Terms on behalf of a legal entity of which you are an employee or agent, you have all necessary rights and authority to bind such legal entity, and (i) you are legally permitted to use the Services in your jurisdiction, and (ii) you are legally permitted to own cryptocurrencies in your jurisdiction;
- c) you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that the Company is not liable for your compliance with such laws;
- d) your use of the Services does not constitute a breach of the laws of your jurisdiction;
- e) you understand the inherent risks associated with Virtual Assets;
- f) you have a working understanding of the usage of Virtual Assets, smart contract based tokens, and blockchain-based software system;
- g) you have an understanding and experience in staking, stablecoins, mining rewards, liquidity pools, deposit and deposit tokens;
- h) you will not carry out any activity that (i) involves proceeds from any illegal or unlawful activity (including money laundering or terrorism financing); or (ii) violates, or could violate, any applicable law;
- i) you will not use, or misuse, the Services, the Website or the Platform in any way which may impair the functionality of the Services, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website or Platform;

- j) you will not transmit or input into the Platform any files that may damage any other person's computing devices or software; content that may be offensive; or material or data in violation of any law;
- k) you are the legal owner (or an authorized agent of the legal owner) of the Virtual Assets you use in connection with the Services, and that these funds are derived from a legitimate source;
- l) you will not use any method or services to mask your internet protocol address or your internet traffic or current location or real internet connection, including but not limited to virtual private networks, proxy servers, Tor browser;
- m) you are not a national and/or resident of a Prohibited Jurisdiction;
- n) you are not by reason of your nationality, domicile, citizenship, residence or otherwise subject to the laws of a Prohibited Jurisdiction;
- o) you are not a US Person; and
- p) you are not, and have not been involved in a transaction with a person who is, on any trade or economic sanctions lists, including, but not limited to, the UN Security Council Sanctions list, designated as a "Specially Designated National" by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department's "Denied Persons List". the Company maintains the right to restrict or deny the provision of Services in certain countries and/or to certain natural persons and/or juristic persons at its sole discretion.

4. NO SOLICITATION

You agree and understand that:

- (a) the Services, and any trades or transactions that you may carry out through the Services are considered unsolicited, which means that they are solely initiated by you;
- (b) you have not received any investment advice from us in connection with the Services and any trades or transactions that may be conducted through the Services;
- (c) we do not conduct a suitability review of any trades or transactions you conduct in connection with the Services;

5. NO CUSTODY; NO FIDUCIARY DUTIES

- (a) The Platform and each of the Services are purely non-custodial, meaning we do not ever have custody, possession, or control of your Virtual Assets at any time, and you are solely responsible for the custody of the cryptographic private keys to the virtual asset wallets you hold and you should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how any of our Services will operate with any specific wallet. Likewise, you are solely responsible for any associated wallet and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised.
- (b) These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby

irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

6. RISK WARNING

Buying, selling, holding, staking, trading or investing in Virtual Assets is risky and you should never hold and/or trade more than you can afford to lose. The following list of risks associated with Virtual Assets, and the Services is not exhaustive.

- (a) Virtual Asset prices are highly volatile and trading in Virtual Assets is extremely risky. In addition, several factors may affect market liquidity for a particular Virtual Asset, such as regulatory activity, market manipulation, the acts or omissions of the issuer of the Virtual Asset, or unexplainable price volatility. By using the Services, you accept the risk of trading Virtual Assets. In entering into any transaction, you represent that you have been, are, and will be solely responsible for making your own independent appraisal into the risks of the transaction and the underlying Virtual Assets.
- (b) Virtual Assets are not eligible for any public or private deposit insurance protection.
- (c) Neither the Company nor the Services nor the Protocol are regulated or supervised by any regulatory body. You understand your responsibility to make sure that you comply with any and all laws, regulations, directives, restrictions of your place or places of residence before using our Services. Our Services shall not be accessed or used, and we do not offer or solicit the access or use of the Services, in jurisdictions in which the Services are not permitted (including, without limitation, Prohibited Jurisdictions). Regulation of Virtual Assets, Virtual Asset service providers, and blockchain technologies, which include the Services lack uniformity and are unsettled in many jurisdictions. These regulations are evolving rapidly, are subject to significant variation among international jurisdictions and are generally subject to significant uncertainty. The Company may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with the Services. There is no guarantee that new laws or regulations or new enforcement or interpretation of current laws or regulations will not adversely affect Virtual Assets, the Services. Furthermore, the Company may limit the availability of the Services to certain persons based on their citizenship, residence or location from engaging in any transactions.
- (d) We do not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of the Services may be interfered with by numerous factors outside of our control.
- (e) We do not advise on the merits of any particular Virtual Assets, including SOL, USDC, Exceed Tokens, or any other Virtual Assets. We do not advise on transactions, or associated risks, or provide any other financial, investment or legal advice in connection with the Services. To the extent that we do provide blockchain data, trading data, post market commentary, articles, or make social media posts, the act of doing so is incidental to your relationship with us and such information shall not be considered as investment or financial advice and should not be construed as such. **BUYING OR SELLING OR STAKING VIRTUAL ASSETS IS SOLELY THE USER'S DECISION AND WE WILL NOT BE LIABLE FOR ANY CONSEQUENT LOSS.**
- (f) The Company cannot prevent or mitigate attacks on distributed ledger networks and has no obligation to engage in activity in relation to such attacks. In the event of an

attack, the Company reserves the right to take commercially reasonable actions, including, but not limited to, if we confirm that the Protocol is compromised or under attack, immediately halting the availability of the Platform. The Company makes no representation and does not warrant the safety of the Protocol and you should assume all liability for any lost value or stolen Virtual Assets.

- (g) The Protocol consists of a set of smart contracts that are programmed to execute automatically when certain conditions are met. Transactions on blockchains or using smart contracts often cannot be stopped or reversed, so vulnerabilities in the programming, design, or implementation of a blockchain, the Protocol, any deployed smart contracts, or a third-party protocol may arise due to hacking or other security incidents and could result in significant adverse effects, including but not limited to, significant volatility or loss of any digital assets elected into the Protocol.
- (h) We do not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of our Platform or Services may be interfered with by numerous factors outside of our control.
- (i) Entities operating trading facilities in Virtual Assets (“Virtual Asset Trading Platforms”) could provide incorrect, delayed, or otherwise flawed data for a variety of reasons, including as a result of software bugs and the limited oversight on markets for Virtual Assets. Such poor data could misinform the User trading strategies or engender inaccurate price discovery mechanisms. Errors, fraud, and other issues with Virtual Asset Trading Platforms have resulted in extensive, irretrievable losses on multiple occasions in the recent past. The underlying software and mechanisms for the Virtual Asset Trading Platforms could malfunction, executing trades for the Users at faulty prices and adversely affecting the Users’ investments. In general, errors and unreviewable decisions by Virtual Asset Trading Platforms could adversely impact the value of the investment of the Users.
- (j) The Company cannot prevent or mitigate attacks on distributed ledger networks and has no obligation to engage in activity in relation to such attacks.

7. SERVICES

7.1. The Platform

7.1.1. Subject to these Terms, Users may use the Platform to conduct the transactions described in this Section 7 such as minting, redeeming, purchasing, selling, staking and/or exchanging of Exceed Tokens, and/or Virtual Assets as further described herein (collectively referred to as the “**Transactions**”).

7.1.2. The Platform is a user interface available on the Website consisting of a software infrastructure and smart contracts that allow users to connect their Wallets (as defined herein) and interact with the Protocol and Third-Party Protocols for minting, redeeming, purchasing, selling, and exchanging Virtual Assets, including Exceed Tokens and other Virtual Assets. For the avoidance of doubt, the Company does not operate the Protocol or the Third-Party Protocols, it is not a Protocol Participant, and it does not set the Protocol Rules. The Services of the Company are limited to the provision of the Website and the Platform to conduct the Transactions.

7.1.2. The price of the Transactions, and the Virtual Assets accepted for the Transactions are determined by the Protocol. You acknowledge and agree that the Company has no liability or responsibility for the price of the Transactions and the Virtual Assets that may be used for the purchase, sale or exchange of Exceed Tokens, Future Exceed Tokens or other Virtual Assets.

7.1.3. Subject to these Terms, the Platform enables Users to Stake Staking Tokens through which, subject to the Protocol, they may receive an amount of the corresponding Synthetic Liquid Staking Tokens at the prevailing exchange rate. Rewards might accrue in the form of an increase in value of such Synthetic Liquid Staking Tokens, in the form of Future Exceed Tokens, or in any other form determined by the Protocol from time to time, in each case at a rate determined by the Protocol.

7.1.4. Users may use the Platform to Unstake previously Staked Staking Tokens by interacting with the Protocol for the exchange of the Synthetic Liquid Staking Tokens for the corresponding Staked Staking Tokens at the prevailing exchange rate determined by the Protocol.

7.1.5. The aforementioned exchange rates are dictated by the Protocol. You acknowledge and agree that

- a) the Company has no liability or responsibility for the exchange rates and the Protocol, regardless of whether the Protocol Rules may be published in the Platform or Website for informational purposes; and
- b) The aforementioned exchange rates may increase or decrease subject to the Protocol Rules, the supply and demand of the relevant Virtual Assets, and other external factors outside of the Company's control.

7.1.7. Future Exceed Tokens received through Reserve Staking may be convertible to Exceed Tokens by Users on the date of the TGE, and such Exceed Tokens will be subject to a vesting schedule as determined by the Protocol (the "**Vesting Schedule**"). The terms of the Vesting Schedule are determined by the Protocol. The Platform has no control or discretion over the Protocol, and therefore, the terms of the Vesting Schedule, and therefore, has no control over the timing and the amount in which the User may receive Exceed Tokens. Furthermore, the Company shall not be responsible for the accuracy of the information available in the Platform regarding the Protocol Rules. The User acknowledges, agrees and understands that by providing the Services, the Company shall not be held responsible for the Protocol Rules, including the terms of the Vesting Schedule, or for ensuring the accuracy of the information of the Protocol Rules, including the Vesting Schedule included in the Platform.

7.1.8. The availability of, the timing and rate of Rewards is determined by the Protocol under the Protocol Rules. The Company has no control or discretion over the Protocol and therefore, has no control over whether any Rewards are distributed, and if distributed, the rate of Rewards that may be received through Staking via the Platform. Furthermore, the Company shall not be responsible for the accuracy of the availability of the Rewards, and the rate of Rewards. The User acknowledges, agrees and understands that

- a) by providing the Services, the Company shall not be held responsible for delivering the Rewards, a specific rate of Rewards to Users, or for ensuring the accuracy of the rate of Rewards; and

- b) subject to the Protocol, the Protocol Rules, and other external factors outside of the control of the Company, no Rewards may be distributed at any specific point in time.

7.1.9. The date of the TGE is determined by the Protocol under the Protocol Rules. The Company has no control or discretion over the Protocol and therefore, has no control over the date in which the TGE will commence and/or end. The User acknowledges, agrees and understands that by providing the Services, the Company shall not be held responsible for the TGE, and for the specific date in which the TGE will commence and/or end.

7.1.10. The User acknowledges and agrees that the transfer of Rewards is not guaranteed, User may not receive the Rewards, and that the Company is in no way responsible for any failure by the Protocol related to the loss, destruction or transfer of Rewards.

7.1.11. The User acknowledges and agrees that any request to Unstake previously Staked Staking Tokens may be processed by the Protocol within a time frame of between twenty-four (24) and forty-eight (48) hours (the “**Unstaking Processing Time**”). The User acknowledges and agrees that in certain circumstances the Unstaking Processing Time may be exceeded, and that the Company is in no way responsible for any delay from the aforementioned Unstaking Processing Time.

7.1.12. Users may also Unstake Staked Tokens through a Third-Party Protocol or Third-Party Software Application. In such case, subject to the Protocol Rules, the Protocol may charge a fee whose amount shall be determined by the Protocol. The Company has no control or discretion over the Protocol and therefore, has no control over the fees charged by the Protocol.

7.1.16. The User acknowledges and agrees that the accrual or distribution of Rewards, the rates and exchange rates applicable to Staking and Unstaking, and the availability of any Protocol features depend exclusively on the Protocol and are not guaranteed. The User may not receive Rewards, the rate of Rewards may vary or cease, and exchange rates may change at any time based on the Protocol, the Protocol Rules, supply and demand, and other external factors outside of the Company's control. The Company has no control or discretion over the Protocol. The User acknowledges, agrees and understands that by providing the Services, the Company shall not be held responsible for delivering Rewards or for the operation of the Protocol.

7.2. Access to and Integration of Third-Party Virtual Asset Wallets

7.2.1. The Platform contains a user interface that connects Users to, and allows Users to access and use in the Platform non-custodial virtual asset wallets developed and operated by persons that are not affiliated or otherwise related to the Company (the “**Wallets**”). The User is responsible for maintaining the security of their Wallets, and private keys at all times. The Company will never ask for private keys in any circumstance, will not hold such private keys and will not act as a custodian of the User's Virtual Assets.

7.2.2. The Company does not provide, develop, own, operate and has no control over the Wallets and therefore, the Company has no control over the transactions conducted through such the Wallets either in the Platform or outside the Platform. The use of the Wallets may be subject to the terms and conditions imposed by the persons operating such Wallets. The User acknowledges and agrees that the Company shall not be responsible for the availability and/or performance of such Wallets and shall not be responsible or liable for any disputes, losses, liabilities, damages or other consequences arising from the use of the Wallets.

7.3. Transaction Reports

The Platform may allow Users to export reports and data related to their transactions and interaction with the blockchain using the interfaces available in the Platform (“**Transaction Reports**”). The Company does not make any representation and/or warranty with respect to the accuracy of the data shown in such reports. The User acknowledges, understands and agrees that Transaction Report shall not be treated as a valuation of their Virtual Assets or Transactions, and the Transaction Reports should not be relied on. It is the User’s sole responsibility to review his or her Transaction Reports, and verify the accuracy of such Transaction Reports. The User acknowledges, understands and agrees that the Company shall not be held liable as a result of inaccurate or incomplete data shown in the Transactions Reports, and/or arising from the reliance on such Transaction Reports.

8. SECURITY OF YOUR VIRTUAL ASSET WALLET, INCLUDING THE NON-CUSTODIAL WALLET

You are exclusively responsible for maintaining the confidentiality and security of your Wallet or devices you use to access the Services, and for ensuring that no unauthorized person has access to your Wallet, including, or devices you use to access the Services , or any device that you utilize in connection with the Services. The Company shall not be liable for any loss or damage arising from your failure to protect your Wallet, or devices used to access the Services.

9. OTHER TERMS AND CONDITIONS

- a) The Company reserves the right to require Users to complete the identification process in line with relevant Know Your User, Anti-money Laundering, and Combating the Financing of Terrorism regulations.
- b) By using the Services, a User shall be deemed as (1) having accepted all the terms and conditions contained in these Terms, and the Privacy Policy, and (2) having agreed to use the Services in accordance with the same.

10. GENERAL USE, PROHIBITED USE AND TERMINATION

10.1. Limited License

The Company grants you a revocable, limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services through your Internet compatible devices for your personal/internal purposes subject to these Terms, to access and use the Website and the Services solely for approved purposes as permitted by the Company from

time to time. You hereby agree that when you use the Services, the Company does not transfer the Services or any Intellectual Property Rights to you.

10.2. Accuracy of the Website, the Platform, and Related Media

Although we intend to provide accurate and timely information, the Content may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our terms, policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website, the Platform or otherwise drawn from the Content are your sole responsibility and we shall have no liability for such decisions. Links to unaffiliated third-party materials (including without limitation websites and unaffiliated third parties) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any unaffiliated third-party materials or on any unaffiliated third party sites accessible or linked to the Website or the Services.

10.3. Unaffiliated Third-Party Access

If, to the extent permitted by the Company from time to time, you grant express permission to an unaffiliated third party to access to your account of the Platform, you acknowledge that granting permission to an unaffiliated third party to take specific actions on your behalf does not relieve you of any of your responsibilities under the Terms. You are fully responsible for all acts or omissions of any unaffiliated third party with access to your Account. Further, you acknowledge and agree that you will not hold the Company responsible for, and will indemnify the Company from, any liability arising out of or related to any act or omission of any unaffiliated third party with access to your account.

10.4. Prohibited Use

In connection with your use of the Services, and your interactions with other users, and any unaffiliated third parties, you agree and represent you will not engage in any Prohibited Activities. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Account if we determine, in our sole discretion, that your use of the Services is associated with a Prohibited Activity.

A “**Prohibited Activity**” includes but is not limited to:

- a) violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your access and/or use of the Services;
- b) engage in any money laundering, terrorism financing or fraudulent activity;
- c) infringe upon our Intellectual Property Rights or any third party’s copyright, patent, trademark, or other intellectual property rights;

- d) conduct any activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- e) conduct any market manipulation activity such as manipulative tactics commonly known as "rug pulls", pumping and dumping, and wash trading;
- f) take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information;
- g) transmit or upload any material to the Website, or the Platform, that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- h) attempt to gain unauthorized access to or use of the Website, the Platform, the APIs, other User Wallets, or computer systems connected to the Services;
- i) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of the Website, the Platform or the Services;
- j) probe, scan or test the vulnerabilities of the Website, the Platform or the Services or any network connected to the properties, or violate any security or authentication measures on the Website, the Platform or the Services;
- k) provide false, inaccurate, incomplete or misleading information;
- l) distribute unsolicited or unauthorized advertising or promotional material, written media releases, public announcements and public disclosures, junk mail, spam or chain letters;
- m) use a web crawler or similar technique to access our Services or to extract data;
- n) reverse engineer or disassemble any aspect of the Website, APIs, the Platform or the Services in an effort to access any source code, underlying ideas and concepts and algorithms;
- o) perform any unauthorized vulnerability, penetration or similar testing on the API;
- p) attempt to gain unauthorized access to or use of the Website, other User accounts, computer systems, or networks connected to the Website, through password mining or any other means;
- q) transfer any rights granted to you under these Terms; or
- r) engage in any behavior which violates the Terms or is otherwise deemed unacceptable by us in our sole discretion.

10.5. Termination, and Cancellation.

- a) We may suspend, restrict, or terminate your access to any or all of the Services, and/or deactivate or cancel your use of the Services if (i) we are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) we reasonably suspect you of using the Services in connection with a Prohibited Activity; (iii) use of the Services is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your use of the Services; (iv) you take any action that the Company deems as breaching the Terms.

- b) If the Company suspends, freezes, restricts or terminates your access and/or use of the Services for any reason, we may provide you with notice of our actions unless a court order or other legal process prohibits the Company from providing you with such notice. You acknowledge that the Company's decision to take certain actions, including limiting or restricting access to the Services, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that the Company is under no obligation to disclose the details of its risk management and security procedures to you.
- c) You acknowledge, understand and agree that the Company has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant laws and regulations without your consent or prior notice.

10.6. Relationship of the Parties

Nothing in these Terms shall be deemed or is intended to be deemed, nor shall it cause you and the Company to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or the Company to be treated as the agent of the other.

11. INTELLECTUAL PROPERTY

11.1. All rights reserved

All Intellectual Property Rights relating to the Website, the Platform, the Content, the User Content, and the Services are the property of the Company. You acknowledge that all Intellectual Property Rights of the Company in the Website, the Platform, the Content, the User Content, and the Services shall remain the property of the Company.

11.2. No right to use

You are not granted any right to use, and may not use, any of Intellectual Property Rights of the Company other than as set out in these Terms and subject to the following:

- a) you may only view and use the Services, the Website, the Platform, the Content or the User Content for your own personal use and may not copy, reproduce, republish, upload, repost, modify, transmit, distribute or otherwise use the use the Services, the Website, the Platform, the Content or the User Content in any way for non-personal, public or commercial use without the prior written consent of the Company;
- b) you may not remove or modify any copyright, trademark or other proprietary notices that have been placed in any part of the Website, the Platform, the Content, the User Content, and the Services;
- c) you may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the Content or the User Content;
- d) except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission;
- e) in the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made; and

- f) you may not use any data mining, robots or similar data-gathering or extraction methods.

11.3. User Content

By submitting any User Content you warrant that you are entitled to, and have all necessary Intellectual Property Rights of the User Content submitted. We reserve the right to disclose your identity to any third party who claims that any of your User Content constitutes a violation of their Intellectual Property Rights or of their right to privacy. You hereby transfer all rights, ownership and interests of your User Content and all related intellectual property rights to the Company. You have no right and hereby waive any request for acknowledgment or compensation based on any User Content, or any modifications based on any User Content.

12. FEES

12.1. Company Fees

The Company reserves the right to charge fees and commissions arising out of the Company providing Services, including but not limited to a fee for Unstaking Staking Tokens. Fees, if any, would be quoted prior to executing a transaction using the Services, and are deemed accepted when executing such transaction. You agree to pay all applicable non-refundable fees that the Company may charge for the provision of the Services, which may change from time to time at the sole discretion of the Company.

12.2. Blockchain Fees

Virtual asset transactions require the payment of transaction fees to the appropriate distributed ledger network ("**Blockchain Fees**"). You acknowledge, understand and agree that you will be solely responsible to pay the Blockchain Fees for any transaction that you initiate via any of our Services, and that the Company shall not be responsible for the payment of the Blockchain Fees.

13. ANTI-MONEY LAUNDERING, ECONOMIC SANCTIONS, ANTI-BRIBERY AND ANTI-BOYCOTT REPRESENTATIONS

13.1. User Undertakings

- (a) Neither the User, nor any of its affiliates or direct or indirect beneficial owners, (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") or any other sanctions or embargoes list from any jurisdiction, nor are they otherwise a party with which the Company Parties are prohibited to deal under the law, (ii) is a person identified as a terrorist organization on any other relevant lists maintained by governmental authorities, or (iii) unless otherwise disclosed in writing to the Company prior to the User's use of the Services, is a senior foreign political figure,⁽²⁾ or any immediate family member⁽³⁾ or close associate⁽⁴⁾ of a senior foreign political figure as those terms are defined in the footnotes below.

- (b) The User represents, warrants and agrees that no payment or other transfer of value to the Company and no payment or other transfer of value to the User shall cause the the Company Parties to be in violation of applicable laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations of any jurisdiction.
- (c) The User represents, warrants and agrees that no payment or other transfer of value to the Company is or will be derived from a Prohibited Jurisdiction.
- (d) The User represents, warrants and agrees that all payments or other transfer of value to the Company by the User will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that is not subject to international sanctions or embargoes.

13.2. KYC Process

- (a) The Company reserves the right at any time to require Users to go through a due diligence process mandated by Know Your Customer, Anti-money Laundering, and Combating the Financing of Terrorism regulations (the "**KYC Process**") to use the the Services. Failure to pass the KYC Process may mean the inability for the User to use the Services. The User acknowledges and agrees that if he or she fails to successfully pass the KYC Process, the User will not be able to use the Services, or that his use of the Services may be subject to limits and/or restrictions.
- (b) In the KYC Process, the Company may ask the User for his or her name, physical address, mailing address, date of birth, and other information, and documents that will allow the Company to identify Users in line with the KYC/AML & CTF Policy. The User represents and warrants to the Company that the documentation, and information provided during the KYC Process is accurate, complete, authentic, and current at all times. Failure to provide accurate, complete, authentic and current information and documents constitutes a breach of these Terms. The User also agrees to provide the Company, as requested on an ongoing basis, with any additional information for the purposes of identity verification and the detection and prevention of money laundering, terrorist financing, fraud, or any other financial crime, including without limitation, a copy of a government-issued photo ID, a photography holding a government-issued photo ID, a video-verification holding a government-issued photo ID, evidence of residential address (such as a utility bill), evidence of source of funds, evidence of the source of wealth, and evidence of good character. The User authorizes the Company to keep a record of such information and to make the inquiries, whether directly or through third parties, that the Company considers necessary to verify the User identity or protect you and others against fraud or other financial crime, and to take action the Company reasonably deems necessary based on the results of such inquiries. When the Company carries out these inquiries, the User acknowledges and agrees that the User's personal information may be disclosed to regulatory or enforcement agencies. The User acknowledges, understands and agrees that the User's use of the Services may be subject to limits or restrictions. The Company reserves the right to cause the change of applicable limits as the Company deems necessary in its sole discretion. The User further acknowledges, agrees and understands that the Company reserves

the right to charge the User with fees and expenses associated with conducting the KYC Process.

14. THE COMPANY'S RIGHTS

- (a) the Company reserves the right to revise and amend these Terms at its absolute discretion at any point of time, and such revision or amendment shall be binding for all Users without exception;
- (b) the Company reserves the right to reject any User at its absolute discretion at any point for the provision of Services;
- (c) the Company reserves the right to waive or not enforce one or more provisions of these Terms as to any User;
- (d) the Company reserves the right to provide services at different Services Fees, and other terms and conditions, as it may determine in its absolute discretion.

15. INDEMNIFICATION

To the fullest extent permitted by Applicable Law, you agree to indemnify, defend and hold harmless the Company, the Affiliated Entities and the the Company Parties from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (1) your responsibilities or obligations under these Terms, or (2) your violation of any of the provisions in these Terms.

The Company Parties reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this section.

16. LIMITATION OF LIABILITY; RELEASE

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ANY OF THE OTHER THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS, OR DAMAGES FOR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SERVICES, PLATFORM OR WEBSITE OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION HEREIN, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

EACH USER AGREES THAT THEY WILL NOT COMMENCE, OR ATTEMPT OR THREATEN TO COMMENCE, ANY PROCEEDINGS, ACTION OR CLAIM (INCLUDING ANY CLAIM FOR COMPENSATION OR COSTS) AGAINST THE COMPANY OR ANY OF THE THE COMPANY PARTIES IN ANY JURISDICTION FOR THE RECOVERY OF ANY LOSS, DAMAGE, COST OR EXPENSE, OR IN RELATION TO ANY LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES, THE WEBSITE OR THE PLATFORM.

17. NO WAIVER

From time to time, the Company may fail to require or strictly enforce compliance with relation to any provision in these Terms. the Company may also fail to exercise any or all of its rights empowered herein. Any such failure shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or in any other instance. If applicable, an express waiver given by the Company of any condition, provision, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such condition, provision or requirement.

18. SEVERABILITY

If any portion of these Terms is held to be illegal, unenforceable or invalid, whether in whole or part, under the laws of any jurisdiction, that portion shall be severed, and such illegality, unenforceability or invalidity shall not affect the legality, enforceability or validity of the rest of these Terms in that jurisdiction, nor the legality, enforceability or validity of these Terms in any other jurisdiction.

19. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of Saint Vincent and the Grenadines. Any present or future law which operates to vary the obligations of the Company Parties in connection with these Terms with the result that the Company's or the Company Parties' rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

You agree to submit any Dispute (as defined below) to arbitration in accordance with the terms of Section 19 below. To the extent that the agreement to arbitrate is ineffective or void, you agree to submit to the exclusive jurisdiction of the courts Saint Vincent and the Grenadines.

20. SUBMISSION TO ARBITRATION

Any dispute, claim, suit, action, cause of action, demand, or proceeding arising out of or related to these Terms and any terms announced on the Website (including with respect of their validity, existence, or termination), any action or transaction under or contemplated by these Terms, including the use of the Website, Platform, and/or Services, (any "**Dispute**") that is not settled by you and the Company within 30 days from the date that either party notifies the other party in writing of the Dispute shall be referred to and finally settled by arbitration. Further, the parties hereby agree that:

- (a) To attempt informal resolution prior to any demand for arbitration for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon receipt of written notice from you. If we cannot resolve the dispute on an informal basis, you and we agree that any dispute arising under these Terms shall be finally settled in binding arbitration, on an individual basis;
- (b) That any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the London Court of International Arbitration (“**LCIA**”) rules;
- (c) That the number of arbitrators shall be one;
- (d) That the place of arbitration shall be the LCIA, unless the Parties agree otherwise;
- (e) That the language to be used in the arbitral proceedings shall be English;
- (f) That the courts in Saint. Vincent and the Grenadines have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration;
- (g) That the arbitrator has the authority to grant any remedy that would otherwise be available in court; and
- (h) That the parties shall split the costs and expenses of any arbitration and bear their own legal costs and expenses.

Notwithstanding any other provision of these Terms, you agree that the Company has the right to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

To the fullest extent permitted by law, you irrevocably and unconditionally waive, with respect to yourself and any of your revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from: suit; jurisdiction of any court; relief by way of injunction or order for specific performance or recovery of property; attachment of assets (whether before or after judgment); and execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and you irrevocably agree, to the fullest extent permitted by applicable law, that you will not claim any immunity in any such proceedings).

21. WAIVER OF CLASS ACTION RIGHTS AND CLASS WIDE ARBITRATION

You agree that any Dispute is personal to you and the Company and will not be brought as a representative action, class action, or any other type of representative proceeding in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. You agree not to join with any other individual or entity or group of individuals or entities for the purpose of seeking to resolve the respective Disputes on a consolidated or representative basis.

22. FURTHER STEPS

Each User agrees to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed), which the Company asks and considers necessary to:

1. bind the User and any other person intended to be bound in connection with any provision in these Terms;
2. confirm whether the User is complying with applicable law and these Terms;
3. comply with its legal, regulatory and governance requirements.

23. NO THIRD PARTY BENEFICIARIES

These Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

THE USER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING TERMS AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.