

Terms of Service for RealWorld Int'l Ventures Ltd

Introduction and Acceptance of Terms

This "Terms of Service" (ToS) is a binding agreement between the First Party ("User") and the Second Party (RealWorld Int'l Ventures Ltd, otherwise referred to as "The Company"). By accessing or using our services, the User acknowledges that they have read, understood, and agree to be bound by these terms.

The Company provides a platform ("The Platform") to access to a decentralized protocol on the Polygon blockchain that allows users to use Non-Fungible Tokens ("NFTs") to mint, trade and burn NFTs backed by real world assets ("Items") as well as to receive secured cryptocurrency loans from liquidity providers peer-to-peer.

The Company is not a financial adviser, investment manager, lender, fiduciary, financial institution, broker dealer, custodian, creditor, intermediary and/or charity. The Company does not warrant the accuracy, correctness and completeness of the information provided by Users and takes no responsibility for such information. Any and all information provided by Users and published on the Platform does not constitute legal, financial or investment advice. Information provided by Users does not replace the advice from qualified advisors and the examination as to whether these assets meet the User's own requirements in respect of the User's own objectives, experience and/or knowledge.

The Company may amend these Terms from time to time at its own discretion. By continuing to make use of the Services, the User agrees to and accepts to be bound by the latest version of the Terms. The latest version of the Terms always applies between the Company and the User, as accessible at any time on the homepage of the Company's website, and incorporated herein by reference. You may not use the Services if you do not accept any of the Terms.

Service Description

The Company offers a blockchain-based platform for peer-to-peer NFT transactions involving digital assets backed by real world assets. We do not serve as an intermediary of any kind and all transactions are run through a self-executing Polygon-based smart contract functionality. By

engaging with the platform the Users acknowledge the underlying decentralized peer-to-peer nature of the platform and understand, and agree to, the inherent risks related to processing transactions on the blockchain with no central intermediary and further confirm their understanding that the novel nature of the ecosystem may present unknown and/or unquantifiable risks. You must conduct thorough research and, where necessary, seek professional advice before using The Platform. This includes assessing the NFT's value, understanding any associated legal and financial obligations and considering personal risk tolerance.

By using the Platform, you confirm that you have read, understood, and accepted the risks and terms outlined in this document. You understand that the Company, its affiliates, officers, or employees will not be responsible for any loss that you incur from your use of the Platform, including your entering into any loan transaction.

You acknowledge that the Company's protocol facilitates the loan transactions peer-to-peer and that the Company does not vouch for the transaction's legality - you are solely responsible for compliance with any and all applicable laws and regulations.

The User agrees to bear any and all risks associated with all transactions and will not in any situation hold the Company, its affiliates, officers, or employees liable for any issues arising from the use of the Platform and/or protocol.

User Registration and Account Management

Users must register and create an account. Users are responsible for the confidentiality and security of their account credentials. The Company may verify user information and has the discretion to refuse service or close accounts.

Extensive Risk Disclosure and User Acknowledgement

NFT transactions involve substantial risks, including market volatility and regulatory changes that may affect NFT value and legality. Users must understand blockchain and NFT technicalities and are responsible for their decisions on the Platform.

The User assumes all risks associated with using the Platform, and digital assets and decentralized systems generally, including but not limited to, that: (a) digital assets are highly volatile; (b) using digital assets is inherently risky due to both features of such assets and the potential unauthorized acts of third parties; (c) you may not have ready access to digital assets; and (d) you may lose some or all of your tokens or other digital assets. You agree that you will have no recourse against anyone else for any losses due to the use of the Platform. For example, these losses may arise from or relate to: (i) incorrect information; (ii) software or network failures; (iii) corrupted digital wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities. Any personal or other data that you may make available in connection with the Platform may not be private or secure.

The Company never encourages users to enter (or not enter) into any financial transaction. As such, the Company disclaims all liability regarding any claims that arise as a result of your decision to engage in any financial transaction through the Company's Platform.

The Company does not underwrite or service any loans. The Company does not guarantee the accuracy or economic value of any NFTs, the borrower's repayment ability, or any other aspect of the loan transaction or information provided by The Platform.

You must understand the substantial risks involved with using NFT loans. These differ for real-world asset backed NFTs and digital-only NFTs, and include, but are not limited to, default risk, market and liquidity risk, regulatory and compliance risk, legal and title risks, storage, maintenance, and environmental risks, delivery, general logistic handling, tax and platform risk, among others.

Real-world asset backed NFTs involve additional considerations such as, but not limited to, the condition and maintenance of the real-world asset, insurance and security risks, and potential regulatory, tax, and additional cost implications, among others. The ownership and/or redemption of such physical assets may have implications for the holder of the NFT. You must do your own research and understand these NFT-specific implications before engaging in asset-backed loan transactions. If you have any doubts, seek advice from an independent financial advisor or best still, abstain from partaking in the transaction.

The Company does not vouch for the accuracy or completeness of any information about any NFTs listed on the Platform. The Protocol includes a non-custodial application, meaning you may be responsible for the custody of the cryptographic keys to the crypto asset wallets you hold or any other access credentials.

We do not exercise any custody finality over your crypto assets and do not guarantee any remedy, refund or other forms of compensation in the event that there is any loss of your crypto assets (whether it is due to your own actions / omissions or the acts or omissions of other parties). 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 in law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. Blockchain technology is new and untested and subject to known and unknown risks, including the risks set out below.

The Polygon source code may be updated, amended, altered or modified from time to time by the developers and/or the community of Polygon users. There is no guarantee that such update, amendment, alteration or modification would not adversely affect the functionality of the tokenized assets. Changes to the protocol that govern the blockchain may result in the development of parallel chains of blocks (so-called "hard forks") when some of the blockchain's nodes are validating transactions on the basis of the old version of the protocol, while other nodes are validating transactions on the basis of the new protocol. The smart contract governing the tokenized assets makes it theoretically possible for the Company to "freeze" the asset tokens until the Company(*) has made a decision as to which version of the protocol it will support. In the event of such a freeze, asset holders may not be in a position to transfer their asset tokens. Such a freeze may, however, occur after the hard fork has started to take effect. This could lead to significant uncertainties as to the ownership of tokenized assets which were transferred immediately before the freeze was implemented.

Blockchain technology functions based on concepts belonging to asymmetric cryptography, or public key cryptography. Scientific research regarding blockchain technology is still at an early stage. Code cracking or technical advances such as the development of quantum computers could theoretically present a risk for all blockchain technology. This could theoretically result in the theft, loss,

disappearance, destruction or devaluation of tokenized assets. Hackers or other groups or organizations may attempt to interfere with wallets maintained by Users in any number of ways, including without limitation denial of service attacks, spoofing, smurfing, malware attacks or consensus-based attacks. In addition, the Polygon blockchain is susceptible to mining attacks, including but not limited to double spend attacks, majority mining power attacks (or "51% attacks"), "selfish-mining" attacks, and race condition attacks.

User Representations

To access or use The Platform, you must be able to form a legally binding contract with us. Accordingly, you represent and warrant that you are at least 18 years old (or, where applicable, of an age that meets such other higher minimum age limit as required in the laws of your jurisdiction) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use The Platform.

You further represent and warrant that you are not (a) the subject of asset freeze, travel ban, financial, economic, human rights, sectoral or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties or (b) a citizen, resident or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United Nations.

Finally, you represent and warrant that your access and use of the Platform will fully comply with all applicable laws and regulations, and that you will not access or use the Platform to conduct, promote, or otherwise facilitate any illegal activity (including but not limited to activities which are prohibited by applicable Anti-Money-Laundering and Counter-Terrorism-Financing and similar regulations). It is your responsibility to assess whether you are prohibited from using the Services or accessing the Platform.

We reserve the right to choose which markets and jurisdictions to conduct our business and may restrict or refuse, at our sole discretion, access to the Platform in certain countries or regions. You are not allowed to use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address

or otherwise circumvent or attempt to circumvent this restriction in case such a restriction applies.

You may only use the Platform if you comply with these Terms. The conduct listed below is prohibited, as are attempts to engage in conduct prohibited by these Terms:

- using the Platform for, or to promote or facilitate, illegal activity;
- uploading or transmitting viruses, worms, Trojan horses, time bombs, cancel bots, spiders, malware or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Platform; and
- engaging in any attack, hack, denial-of-service attack, interference, or fraudulently exploiting any smart contract in connection with the Platform.

By accessing and using the Platform you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). In particular, you understand that blockchain-based transactions are irreversible and in the public domain.

You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Polygon are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your digital assets may lose some or all of their value while they are supplied to the protocol through the Platform, and that you may suffer loss due to the fluctuation of prices of tokens in a trading pair or liquidity pool; and in addition that your stablecoins may lose value through complete and/or partial depegging. You also confirm that you fully understand, and accept the risks of, the algorithms and/or all and any arrangements, behind stablecoins or such other similar instruments.

You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent assets, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. You further acknowledge that we are not responsible for any of these variables or risks, do not own or control the protocol, and cannot be held liable for any resulting losses that you experience while

accessing or using the Platform. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Platform.

By using the Services, you acknowledge and agree that (i) the Company is not responsible for the operation of the layer-1 and layer-2 blockchains underlying the Platform; (ii) there exists no guarantee of the functionality, security, or availability of the layer-1 and layer-2 blockchains, and (iii) the underlying layer-1 and layer-2 blockchains are subject to sudden changes in operating rules, such as those commonly referred to as “forks”. The Company is not responsible for the content or services of any third-party, including, without limitation, any network, or apps like Discord, or MetaMask, or third-party middleware providers such as Fireblocks, iDenfy, Chainalysis, and we make no representations regarding the content or accuracy of any third-party services or materials. The use and access of any third-party products or services, including through the Platform, is at your own risk.

Intellectual Property Rights and User Content

The Company owns all content on the platform, except user-submitted material. Users grant the Company a worldwide, perpetual, royalty-free license to use their content for platform operation. Unless otherwise indicated by us, and except to the extent of the User Content, the website, all content, and other materials contained therein, including, without limitation, the Company logo, and all designs, text graphics, pictures, information, data, software, and files relating to the Platform (“Content”) are the proprietary property of the Company or our affiliates and licensors, or Users, as applicable. Unless otherwise stated, you may not use any Content without our express written permission. The Company logo and any Platform or service names, logos, or slogans that may appear on the Platform or elsewhere are the proprietary property of the Company and may not be copied, imitated or used, in whole or in part, without our prior written permission.

We reserve the right to suspend or terminate any Account that has actually or allegedly infringed upon any intellectual property rights.

For the entire period during which your User Content is hosted on the Platform, you grant to the Company, including the right to transfer to its affiliates, the non-exclusive rights to reproduce, represent, publish, exploit, exhibit, show, market, sub-license, distribute and to

technically modify and compress your User Content as is necessary for the purposes of the viewing and/or streaming of your User Content on the Platform.

By making your User Content accessible on the Platform, you agree to allow any User of the Platform, to view, to use and to share your User Content free-of-charge. By making your User Content accessible on the Platform, you grant to the Company, including the right to transfer to its affiliates, the non-exclusive right to store your User Content and publish it on the Company Service at any time at the Company's sole discretion, even after a removal or termination of your Account.

Despite this allowance, your User Content shall always remain your property. Please note that due to the nature of the internet and digital media, data transmitted - including your content - cannot be protected against risks of misappropriation and/or piracy, for which The Company shall not be liable.

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to use the Platform during the term of this Agreement, for your internal use only, and only to the extent permitted by the features and functionalities of the Platform.

You may choose to, or we may invite you to, submit comments or ideas relating to the Platform, including about how to improve the Platform or our other products and services ("Feedback"). By making available any Feedback, you hereby agree that your disclosure is gratuitous, unsolicited and without restriction and will not place The Company under any agency, fiduciary or other obligation, and that we are free to use and otherwise exploit the Feedback (and authorize others to do so) in any way whatsoever without any additional compensation to you, and/or to publicly disclose the Feedback to others. Without limiting the foregoing, you acknowledge that, by receiving your Feedback, the Company does not waive any rights to use similar or related ideas previously known to the Company, or developed by its personnel, or obtained from other sources.

Comprehensive Financial Terms

Users are responsible for all charges and taxes associated with their transactions.

The Platform and other third-party DeFi applications may charge fees (collectively, the "Fees") as communicated to you from time to time, except that if there is a separate written agreement setting forth such fees, such agreement will control, and the Company or the relevant third-party service provider reserves the right to modify, change, supplement or add to such Fees from time to time. We will provide you with notice of any such modifications, changes, supplements or additions of Fees, if any, that are charged for the Platform, through the Platform, via email, or through other reasonable means, and your continued use of the Platform indicates your acceptance of such modifications, changes, supplements or additions to the Fees. The Company reserves the right to require payment in advance. You recognize that, where third parties (such as asset brokers and custodians) are involved, it is your responsibility to ensure that fees of third parties are covered on a timely and appropriate basis.

The Company reserves the right, upon reasonable prior notice to you, to itself (or through its designees) audit your usage of the Platform (including, at the request of the relevant third-party service providers, your buying and selling and other Transactions on the Platform or other third-party DeFi functionalities) for the purpose of verifying your compliance with this Agreement. If such audit reveals that you have improperly used the Platform or the third-party DeFi functionalities accessible through the Platform, or failed to make payments as required under this Agreement, such conduct shall be considered a material breach of this Agreement and the Company may choose, at its sole discretion to terminate or suspend your access to the Platform and/or this Agreement, and/or invoice you for such unauthorized use based upon the standard fees in effect at the time of the audit, which you shall promptly pay to the Company or the relevant third-party service provider, as applicable.

Data Privacy and Protection

The Company commits to protecting user data privacy and security. Our Privacy Policy details our data collection, storage, and usage practices. The records of the Company are stored on our systems in accordance with standard safety practices and applicable laws.

The Services may contain links to websites operated by other entities. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard

against viruses or other destructive elements. The Company has no responsibility to you with respect to any linked site, and no linked site, regardless of the linking form (e.g. hotlinks, hypertext links, IMG links) is maintained, controlled, endorsed, monitored or otherwise governed by the Company.

Account Suspension, Termination and Consequences

We reserve the right to suspend or terminate accounts for Agreement breaches or fraudulent/illegal activities. Users remain liable for outstanding obligations upon termination.

If your Profile with the Company is suspended, closed, canceled or terminated, you remain responsible for all unpaid fees, including, without limitation, transaction fees, storage fees, or any other applicable fees, plus any interest and penalties thereon, as applicable. If you owe the Company any fees, we may terminate or suspend your Account until such fees are paid. We may, at our sole discretion, either suspend or terminate your Profile if you violate this User Agreement, our Privacy Policy, or any other policy published regarding the Platform, or if we determine, in our sole discretion, that any of your actions have harmed or may harm the Company or a third party. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

The Company reserves the right to, in our sole discretion, temporarily suspend, or deactivate your Account and any listings of your Items, or to permanently close your Account. We also reserve the right to refuse service to anyone, for any reason, and at any time. We may place a hold on your Account or any associated crypto-asset wallet at any time, at our sole discretion. If, in the Company's sole discretion, we suspect that you are using the Platform in a fraudulent, deceptive, or criminal manner, we reserve the right to terminate or suspend your Account immediately. Furthermore, we may hold an Item for an indefinite period of time until such issue has been resolved. Where applicable, we may share your information with third parties, including law enforcement, and reserve the right to pursue any and all criminal or civil actions related to your suspected fraudulent, deceptive, or criminal behavior.

The term of this Agreement will continue until terminated in accordance with its terms.

In addition to our other termination rights under this Agreement, we may terminate this Agreement immediately upon written notice to you if you commit any material breach of this Agreement. We may terminate this Agreement if you cease your business operations, or become subject to insolvency proceedings and the proceedings are not dismissed within sixty (60) days, or otherwise become generally unable to meet your obligations under this Agreement.

Upon any such termination:

- Your right to access and use the Platform will cease immediately;
- You will pay any fees accrued prior to such termination, and for partial performance, any applicable fees will be pro-rated or otherwise accounted for.

The Company may terminate or suspend your right to access or use all or any portion of the Platform at any time, including if:

- The Company believes that you (a) pose a security risk to, or may materially harm, the Company, the Platform, or any user or other third party; (b) may adversely impact the services, systems or content of any other user; or (c) may subject the Company, or any user or other third party to liability;
- The Company determines or reasonably suspects that you may have violated this Agreement; or
- The Company has been notified by a third party that you have violated such third party's terms and conditions in connection with the Interface.

Process-Driven Terms

Counterfeits

The Company takes counterfeiting and fraud seriously. If User provides a counterfeit Item or attempts to defraud the Company, the Company reserves the right to do any or all of the following, in its sole discretion: (i) remove or suspend User from the Platform; (ii) refuse to return any Item submitted by User; (iii) place limits on User's use of the Platform; (iv) charge User's payment method for costs, expenses, and fees incurred by the Company as a result of User's action or inaction; (v) ship the Item back to User at the User's expense; (vi) provide the

counterfeit Item to law enforcement; or (vii) destroy or dispose of the counterfeit Items. The User hereby agrees that each of the foregoing remedies are reasonable and justified upon the Company's discovery of counterfeit Items or fraudulent actions, even if those Items or actions were not known by the User at the time to be counterfeit or fraudulent action at issue. User understands and agrees that if the Company provides the counterfeit Item to law enforcement, User's communications and any property claim with respect to that Item will be solely with that law enforcement agency and not with the Company, and that User's personal information shall be shared with law enforcement along with any such Item. We may also require additional identification information from you if you engage in certain high-value transactions or high overall payment volumes.

Storage

The User understands and accepts that for the underlying items the Company shall interact with a variety of Item-applicable custodians and/or third parties, which will necessitate the payment of the fees of such third parties on a case by case basis, driven by the specific operational manner of such third parties for which the Company is not responsible. The User understands and accepts that such fees are integral to the functioning of the offering and will vary from one third party provider to another in substance and payment terms and conditions. Failure by User to pay any storage or any such other fees in a timely manner may result in: (i) the Company making the item available for pickup by the User; or (ii) the Item being considered abandoned and such abandoned Item being forfeited, sold, or otherwise liquidated. If the submitted Item is assigned or transferred by any means including, but not limited to, the sale of the associated NFT while within the custody of the Company, the assignee will bear full responsibility for all such storage and other fees and all other rights and obligations of the User under this Agreement.

Issuance

Prior to submitting any item for tokenization to the Company, User shall provide the Company with all information necessary for the Company to issue the corresponding token; including, but not limited to: (i) a description of the Item and its condition (ii) all relevant documentation relating to the User's ownership of the Item and (iii) and, if applicable, the User's crypto-asset wallet address. Once such information has been received by the Company, a token will be minted and

issued by the Company in its sole discretion (the “Token Issuance Event”). The User must verify the accuracy of the User’s crypto-asset wallet prior to providing it to the Company. The User’s crypto-asset wallet shall be subject to the Agreement and the Company shall not be liable for any issues with User’s crypto-asset wallet. The User shall be solely liable and responsible for User’s crypto-asset wallet. The Company shall not be responsible for any connection issues, incompatible wallets, technical difficulties, or any other errors related to any crypto-asset wallet and the User understands that failure to verify the User’s crypto-asset wallet may result in improper token issuance that may not be reversed or resolved. Any such failure is not the fault of the Company.

In cases where the User makes a decision to engage with an Item that has been introduced into the Platform by a third party such as a custodian or a broker, the User fully accepts the risks of such an engagement.

Taxes

We are not responsible for any tax treatment related to your tokenized items, including, but not limited to, any gain, loss, or income generation experienced while using our Services. You are solely responsible for payment of all applicable sales, use, and other taxes and government charges, whether federal, state or foreign, for the submission or redemption of any Items. The Company shall not be responsible for any tax withholdings on your behalf.

Redemption and Shipping

In order for the User to redeem the underlying physical asset, the User must follow the redemption process as set forth herein. Only an owner of a token that was issued by the Company and has a corresponding Item that is being stored by the Company may redeem the associated Item stored. Any tokens eligible for redemption shall be viewable within User’s Profile as displayed on the User’s Wallet (“Wallet”) after User’s digital wallet has been properly connected to the Services.

Upon receipt of User’s request to redeem an Item associated with a User’s token, the Company shall process such request and provide the User with confirmation of such redemption request with any applicable fees, taxes and costs, if any, that will need to be covered prior to redemption. An item is considered successfully redeemed once it is made available for pickup by User or User’s agent. It is the User’s responsibility to arrange or check shipment from the storage facility to

User's desired destination. Upon successful redemption, the User may need to pay additional applicable third party charges related to a redemption request in cases where such charges may not be known in advance (such as for example certain customs duties). The User is solely responsible for address verification. The Company shall not be responsible for any errors or omissions caused by the User during the redemption process. At the time of redemption, User may be able to select from multiple third-party options and signature may be required to accept redeemed items. The Company does not engage in any interstate or international commerce but may direct the User towards third parties who may be willing to arrange the delivery and the User understands and accepts full responsibility for such dealings.

All shipping is handled by third-party entities. Prices to ship to different locations are not controlled by the Company and may vary. The Company does not transport the Items and cannot guarantee shipping times. The risk of loss and title for Items passes to you or to the carrier upon tender of the Item to the third-party shipping carrier by the Company. Where any Item is undeliverable and returned to the Company, the Company reserves the right to charge an additional processing fee to re-process any returned, redeemed Item.

Modifications to the Terms

The Agreement may be periodically modified, with users notified of significant changes via the platform or email. Continued platform use after changes indicates acceptance of the new terms.

We may change, modify or supplement this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a modified Agreement through the Platform. No such changes will apply to any dispute between you and us arising before the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. The "Last Updated" legend above indicates when this Agreement was last changed. Your use of the Platform after any changes to this Agreement will constitute your acceptance of such changes. We may, at any time and without liability: (a) modify or discontinue all or part of the Platform; (b) charge, modify or waive any fees required to use the Platform; or (c) offer opportunities to some or all users.

You may not use the Platform outside the scope set forth in this Agreement without the prior written consent of the Company, which may be withheld in Company's sole discretion. The Company reserves the right to refuse, modify, or terminate access to or use of all or part of the Platform to anyone for any reason at our discretion.

Jurisdiction, Governing Law, and Arbitration

The Agreement is governed by the laws of Saint Kitts & Nevis. Disputes will be resolved through binding arbitration in accordance with these laws.

Users should first attempt to resolve disputes informally with the Company.

Legal actions against the Company must be litigated individually, not as part of a class action.

Limitations and Liabilities

The Company is not liable for indirect, incidental, or consequential damages from the Platform use.

Users agree to indemnify the Company against claims, damages, or expenses from their use of the Platform. Users bear full responsibility for verifying the identity, legitimacy, Economic Value and authenticity of assets which a Borrower uses as Collateral in order to get a loan.

Except as expressly provided to the contrary in writing by the Company, the Platform and content contained therein are provided on an "as is" and "as available" basis without warranties or conditions of any kind, either express or implied. The Company (and its suppliers) make no warranty that the Platform and its content will (1) meet your requirements; (2) be available on an uninterrupted, timely, secure, or error-free basis; or (3) be accurate, reliable, complete, legal, or safe.

The Company will not be liable for any loss of any kind from any action taken or taken in reliance on material or information contained on the Platform and/or any other publishing channels used by the Company, including but not limited to the Company's information within the public domain. The Company does not represent or warrant that any content on

the Platform and/or any other publishing channels used by the Company, including but not limited to the Company's information within the public domain is accurate, complete, reliable, current or error-free.

While the Company attempts to make your access to and use of the Platform safe, the Company does not represent or warrant that the Platform, User Content, any loan offers listed on the Platform or any other part of the Platform are free of viruses or other harmful components. We cannot guarantee the security of any data that you disclose online. You acknowledge and accept the inherent security risks of providing information and dealing online over the internet.

We will not be responsible or liable to you for any loss and take no responsibility for, and will not be liable to you for, any use of the Platform and content including but not limited to, any losses, damages, or claims arising from: (1) User error such as if you forget your repayment date, incorrect transactions, or mistyped addresses; (2) server failure, notification failure or data loss; (3) corrupted wallet files; (4) loss of tokens of any Kind (including but not limited to the collateralised tokens and loan amounts.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PLATFORM AND CONTENT CONTAINED THEREIN. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The Company is not licensed by or registered with any financial services or other regulator whether in Saint Kitts and Nevis otherwise. Accordingly, we do not have any duties under any Saint Kitts and Nevis financial services legislation to you, and nor do you have any recourse to any financial services regulator in the Saint Kitts and Nevis and/or elsewhere if you are dissatisfied with any aspect of the Platform. Furthermore, The Company is not regulated or licensed in any other jurisdiction by any financial services or other regulator. There is no governmental or other compensation payable should you suffer any loss or damage. By using the Platform you warrant that you understand and accept that you have no protections of this kind under any applicable law.

LIABILITY & INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY FOR AND FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF (A) YOUR FAILURE TO ABIDE BY THESE TERMS OF SERVICE, THE TERMS OF USE, OUR PRIVACY POLICY, AND ANY OTHER DOCUMENT INCORPORATED BY REFERENCE AND/OR CITATION IN THESE TERMS OF SERVICE, (B) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD-PARTY, (C) YOUR USE OF THE SERVICES, INCLUDING THE REDEMPTION AND AUTHENTICATION SERVICES, (D) YOUR USER CONTENT, AND YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

RELEASE

YOU RELEASE THE COMPANY FOR AND FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, ARISING FROM, RELATED TO, OR IN CONNECTION WITH, (A) YOUR USE OF THE WEBSITE OR SERVICES, (B) THE USE OF THE WEBSITE BY OTHERS, (C) YOUR ACTIONS, INACTIONS, AND/OR OMISSIONS, (D) THE PROMOTION OR ADVERTISING OF ITEMS ON THE PLATFORM, AND (E) THE USE OF THE PLATFORM TO AUTHENTICATE OR REDEEM ANY ITEMS.

No Agency

You and the Company are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Agreement or any other.

User Responsibilities and Platform Usage

Users must comply with all applicable laws and regulations. The Platform must not be used for illegal or unauthorized purposes.

You will be solely liable for all activity arising from your access to, use of, or any other act or omission with respect to the Platform, whether or not authorized by you (including any acts or omissions by any users for whom you have submitted a user authorization form). It is your responsibility to ascertain and obey all Applicable Laws regarding your use of the Platform.

You are responsible for obtaining and maintaining all hardware, software (and related licenses) and communications equipment necessary to access

and use the Platform and for paying all third- party access charges (e.g., ISP, telecommunications, etc.) incurred while using the Platform. You acknowledge that you have been advised of and can comply with all minimum networking, hardware, software (and related licenses), firewalls and/or environmental conditions, and communications requirements applicable to the Platform.

Comprehensive Compliance Obligations

Users are responsible for complying with all applicable laws and regulations in their platform use. Users must ensure their content does not violate laws or third-party rights. The Company may remove inappropriate content or content that violates this Agreement.

Confidentiality

The User may have access to information (in any form) that relates to the Company's past, present, and future activities including research, development, business activities, products, services, processes, know-how and technical knowledge, which is identified by the Company as confidential or should reasonably be understood to be confidential ("Confidential Information"). Confidential Information may only be used by the User consistent with the rights and obligations of this Agreement. Our Confidential Information includes software, Platform, and any related information made available by the Company to you.

The User agrees to protect the Confidential Information of the Company in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. The User must restrict access to such Confidential Information to its personnel (including personnel employed by its affiliates) and subcontractors with a reasonable need to use such Confidential Information (including third-party data analytics vendors) pursuant to the User's rights and obligations under this Agreement, and must ensure that such personnel and subcontractors are bound by substantially similar obligations of confidentiality.

In addition, notwithstanding anything in this Agreement to the contrary, we shall have the right to use and disclose for any purpose, on an anonymized or aggregated basis, any data collected in connection with use of the Platform, including any Transactions.

Publicity

You may not use the names, trade names, trademarks, logos, service marks or trade dress of the Company in any manner other than as expressly set forth herein, including in connection with advertising, press release, promotional and marketing materials or activities, or any other public communication or disclosure with respect to this Agreement or the Platform, without our prior written consent, which may be withheld or granted in our sole discretion.

Notwithstanding the foregoing, you grant to the Company the limited, non-exclusive right to use your name, logos, and trademarks (collectively, "User Marks"): (a) on internal and public materials (including the Company's website) to identify you as a user of the Platform; and (b) as part of authorized press releases (as described below). The Company agrees that its use of User Marks, including the goodwill and reputation associated therewith, shall be in accordance with your generally applicable trademark guidelines. Unless otherwise agreed in writing, the Company will cease using the User Marks as provided in this Section within a commercially reasonable period after termination of this Agreement.

Assignment

You may not assign this Agreement or delegate, in each case, any of your rights or obligations hereunder without the prior written consent of the Company. Any attempted assignment in violation of this shall be void. The Company may assign this Agreement or delegate any of its rights or obligations hereunder without your consent. Subject to the foregoing limitations, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Detailed Prohibited Activities

Engaging in fraud, money laundering, terrorist financing, or harmful activities is prohibited.

Users must not manipulate the market or use deceptive practices.

Users must conduct themselves lawfully and respectfully on the Platform. Harassment, abuse, or disruptive behavior is prohibited.

User Communication and Notices

Communication may occur via email or through the Platform chat. Users are responsible for maintaining current contact information and regularly checking for notices.

Collateral and Loan Agreements

Borrowers using tokens as collateral enter direct agreements with Lenders. The Company is not a party to these agreements. Users must understand and fulfill their obligations under each loan agreement.

If the User is a borrower, in the event they default on a loan, ownership of the asset used as collateral for the loan transfers to the lender.

The Company has no control over the conduct of, or any information provided by, a Lender or a Borrower and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. The Company offers the Platform to help Users transact and does not guarantee that a loan will be repaid by the Borrower or that Borrower's collateral is of economic value. There is always the possibility that something unexpected may occur with regard to crypto or the underlying physical assets, which could cause the User's assets to be lost. The Company cannot be held liable in that regard and strongly recommends to the User only to interact with as many assets as they are willing to lose. Each User is solely responsible for any decisions.

Security and Account Protection

The User is responsible for securing their account and wallet information, including using strong passwords and protecting private keys. The Company is not responsible for losses due to unauthorized account access.

Force Majeure

The Company is not liable for failure to perform obligations due to uncontrollable circumstances like natural disasters or government actions.

Severability and Waiver

If any Agreement part is invalid or unenforceable, the rest remains effective.

Failure to enforce any Agreement right or provision does not constitute a waiver.

Entire Agreement

All policies constitute the entire agreement between the User and the Company, superseding all prior agreements or communications.