

## Terms and Conditions of Redacted's Token Claim

Date Last Revised: [22 Apr 2025]

### 1. General

These Terms and Conditions ("**Terms**") are entered into between you ("**User**") and Redacted Studios Inc. ("**Redacted**" or "**we**") which is a company incorporated under the laws of the British Virgin Islands. User and Redacted are hereinafter separately referred to as "**Party**" and collectively as "**Parties**".

These Terms are to be read together with the provisions set forth in our Privacy Policy.

By accessing and/or using the Redacted website located at [<https://redactedgroup.io/>] ("**Interface**" or "**Website**") in any capacity, registering for, using and/or accessing the tools and information made available via the Interface, User agrees that: (i) User has read and understood these Terms; and (ii) User shall be bound by these Terms, which set forth legally binding terms and conditions between User and Redacted.

We reserve the right to modify or amend these Terms in our sole discretion from time to time. The "Date Last Revised" specified on these Terms indicates the date on which the Terms were last modified. Please check these Terms periodically to ensure that User is aware of and in compliance with the most current version of these Terms. Any revision to the Terms shall take effect immediately upon such revised Terms being made accessible via the Interface. Such revised Terms shall be binding on User, and by User's continued access and/or use of the Interface, User shall be deemed to agree to and accept the Terms as revised.

Section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation."

### 2. Use of Interface

2.1 The Interface has been developed by Redacted to:

- 2.1.1 enable Eligible Users (as defined below) to claim digital tokens associated with Redacted, known as **Redacted Coin** or **\$RDAC** via the token claim protocol ("**Token Claim Protocol**") deployed by us;
- 2.1.2 facilitate User's access and/or use of the staking protocol ("**Staking Protocol**") for User's participation in Staking (as defined below) of User's \$RDAC via the Interface, which may enable Users to earn certain Staking Rewards (as defined below);
- 2.1.3 enable additional functionalities through the Interface which may include, without limitation:
  - (i) linking multiple wallets under a single user profile for the purposes of streamlined claiming or staking;
  - (ii) accessing and viewing allocation and vesting schedules;
  - (iii) participating in marketing initiatives such as leaderboard systems based on points or staking performance;
  - (iv) engaging in raffles, airdrops, or other incentive-based programs related to \$RDAC or Redacted ecosystem activities.

For purposes of these Terms, Token Claim Protocol and Staking Protocol shall hereinafter be collectively referred to as “**Protocol(s)**”.

- 2.2 The Interface is hosted and maintained by Redacted, who may, in our sole discretion, modify or discontinue support for the Interface, Token Claim Protocol and/or Staking Protocol at any time.
- 2.3 User shall be responsible for obtaining the data network access necessary to use and/or access the Interface, and for acquiring compatible hardware or device necessary to access and use the Interface and any updates thereto.
- 2.4 Use of the Interface may be disrupted as a result of malfunction and/or delays which are inherent to the use of the Internet and electronic communications, and User agrees that Redacted shall not be responsible for any such disruption, malfunction and/or delay, and any loss which may arise therefrom.
- 2.5 The Website and its contents are our property or the property of our licensors and are protected by copyright, trademark, patent and other applicable laws. User are permitted to download and print content from the Website solely for User’s own personal use, or in the ordinary course of User’s business, to the extent required to access and use the tools and information made available via the Website. Unless with our prior written consent, the Website and its contents must not be reproduced, modified, redistributed or otherwise used for any other reason.
- 2.6 User shall not modify, adapt or hack the Website or modify any other website so as to falsely imply that such other website is associated with the Website and/or Redacted and/or its Affiliates (as defined below) in any way. User shall not crawl, scrape, cache or otherwise access any content from the Website via automated means, and User shall not use automated data collection, data mining, robots or any other data gathering methods of any kind on the Website.
- 2.7 User may, through hyperlinks displayed on the Website, gain access to websites operated by persons other than Redacted. Such hyperlinks are displayed only for User’s convenience, and we assume no responsibility for the use of any third-party software or other materials on the Website.

### **3. Access and/or use of the Interface and Protocol(s)**

- 3.1 In order to access and/or use the Interface and its associated functions including access and/or use of Protocol(s), User will first be required to connect a Supported Wallet (as defined below) via the Interface to such Protocols that User seeks to access and/or use.

“**Supported Wallet**” in relation to a Protocol, means such digital wallet of User as may be supported by such Protocol.

- 3.2 The User acknowledges that transaction fees and other expenses (including “gas fees”) may be chargeable for each transaction effected by the User (including by not limited to, transactions involved in interacting with the Token Claim Protocol or Staking Protocol) (“**Transaction Fees**”).
- 3.3 The User agrees that the User shall be solely responsible for all Transaction Fees which may be incurred by the User and hereby consents to such fees being debited from such User’s Supported Wallet, at the time such transactions are processed.

## 4. Token Claim Protocol

### 4.1 Eligibility

4.1.1 A User would be eligible to claim \$RDAC via the Token Claim Protocol if it meets any of the following conditions:

- (a) The User's wallet address is included in Redacted's official claim list (snapshot) as eligible to receive an allocation of \$RDAC;
- (b) The User has verified and linked their wallet address through the Redacted Interface before the designated snapshot deadline or cutoff;
- (c) The User's wallet is compatible with the Base chain and capable of interacting with Base (Layer 2) and ERC-20 tokens;
- (d) The User maintains sufficient funds in their wallet to cover Base chain gas fees required to complete the claim;
- (e) The User has complied with all technical and procedural requirements, including wallet linking (if applicable), as communicated by Redacted prior to TGE.

(each User who meet any of the conditions, an "**Eligible User**").

### 4.2 Token Claim

4.2.1 By connecting the User's Supported Wallet to the Token Claim Protocol accessible at **claim.redactedgroup.io** an Eligible User would be able to see the number of \$RDAC which the Eligible User is entitled to claim ("**Claim Amount**").

4.2.2 To claim the \$RDAC, an Eligible User would need to effect a claim transaction ("**Claim**") by following the instructions displayed on the Interface. A Claim is completed only when the Eligible User receives the Claim Amount in the User's Supported Wallet.

4.2.3 Where applicable, all Claims shall be made subject to these Terms and where applicable, the terms of the Token Agreement (as defined below), including the Transfer Restrictions (as defined below). In the event of inconsistency between these Terms and the Token Agreement, the terms of the Token Agreement shall prevail.

4.2.4 Once a Claim has been successfully completed and the Claim Amount has been transferred to the User's Supported Wallet, the transaction is final, irrevocable, and non-reversible. No refunds, cancellations, or exchanges shall be permitted under any circumstances. The User acknowledges and agrees that Redacted has no obligation to compensate, reimburse, or restore any claimed tokens for any reason, including but not limited to errors in the claim process, loss of access to the Supported Wallet, or changes in token value.

### 4.3 Token Claim Period

4.3.1 An Eligible User may claim \$RDAC only during the claim period, the start and end dates of which will be announced by Redacted prior to the Token Generation Event ("**Claim Period**"). Notwithstanding the foregoing, Eligible Users under the "Airdrop Communities" category shall have thirty (30) days from the commencement of the Claim Period to claim their allocated \$RDAC.

- 4.3.2 The User acknowledges that the User will not be able to effect any Claim outside of the Claim Period and any Claim Amount which remains un-Claimed by the Eligible User may be forfeited, subject to the sole and absolute discretion of Redacted.

#### 4.4 Restrictions on Claimed Tokens (where applicable)

- 4.4.1 The User acknowledges that the \$RDAC comprising the Claim Amount may be subject to certain restrictions on transferability ("**Transfer Restrictions**"), as set forth in a separate agreement executed between the Eligible User and Redacted (or its Affiliates) ("**Token Agreement**") or conveyed to the User prior to any Claim.
- 4.4.2 By effecting a Claim, the User agrees to comply with such Transfer Restrictions, in accordance with the terms of the Token Agreement or such additional terms governing the Claim (as may be applicable).

#### 4.5 Disclaimers

- 4.5.1 Redacted hereby disclaims all responsibility, and User acknowledges that Redacted and its Affiliates (as defined below) shall have no responsibility for any loss occasioned to a User by or attributable to the access or use of the Token Claim Protocol, including the failure to effect a Claim.

For purposes of these Terms, "**Affiliates**" of an entity means the owners, directors, officers employees, advisors, agents of such entity and companies in which such entity has an interest.

### 5. Staking Protocol

#### 5.1 Staking

- 5.1.1 By connecting the User's Supported Wallet to the Staking Protocol accessible at <https://claim.redactedgroup.io/staking>, a User may choose to participate in Staking by depositing the User's \$RDAC via the Staking Protocol. Staking requires the transfer of \$RDAC to a designated Redacted smart contract address, during which the tokens will be locked and non-transferable for the selected staking duration (e.g., 30, 60, or 90 days), as chosen by the User at the time of staking. Once committed, the staking duration cannot be changed until the end of the selected term.
- 5.1.2 For purposes of these Terms, "Stake" involves a transfer of \$RDAC to a Redacted blockchain address associated with the Staking Protocol, and thereafter not transferring such \$RDAC from such designated address for a period of time stipulated by Redacted, and "Staked" and "Staking" shall be construed accordingly.
- 5.1.3 A User may earn **Gold Coins** as a form of reward for participation in Staking ("Staking Rewards"). The reward amount is based on the amount of \$RDAC staked and the duration selected. Details of the current Staking Rewards program, including reward rates and durations, are available at: <https://claim.redactedgroup.io/staking-rewards>.

This page may be updated from time to time to reflect amendments to the Staking Program.

#### 5.2 Disclaimers

- 5.2.1 The User acknowledges and agrees that participation in any staking programs made available by Redacted is entirely voluntary and at the User's own discretion. Redacted does not guarantee any returns, rewards, or specific outcomes from Staking, and all Staking activities may be subject to market risks, network fluctuations, and other external factors beyond Redacted's control.
- 5.2.2 By choosing to participate in Staking, the User assumes full responsibility for their decisions, including but not limited to the duration of Staking, and any risks associated with network failures or security breaches. Redacted does not provide financial, investment, or legal advice, and Users should conduct their own due diligence before participating.
- 5.2.3 To the fullest extent permitted by applicable law, Redacted, and its Affiliates, disclaim all liability for any direct, indirect, incidental, consequential, or special damages arising from or in connection with the User's participation in Staking, including but not limited to loss of funds, reduced Staking Rewards, or disruptions in service.
- 5.2.4 The User further acknowledges that regulatory frameworks governing Staking activities may change over time, potentially impacting the legality or availability of such programs. Redacted makes no representations or warranties regarding the legal status of Staking in any jurisdiction and shall not be liable for any consequences resulting from regulatory actions or changes in applicable laws.
- 5.2.5 By accessing and/or using the Staking Protocol, the User confirms that the User has read, understood and accepted the terms of this clause and all associated risks.

## **6. Representations and Warranties**

In accessing and/or using the Interface and/or connecting a Supported Wallet to the Protocol(s) via the Interface, User makes the following representations and warranties:

- 6.1 User is at least eighteen (18) years of age, and has the full right, power and authority to access and/or use the Interface (including the tools made available via the Interface), and to and enter into and comply with these Terms;
- 6.2 User is not prohibited and/or restricted under the laws of any jurisdiction applicable to User from accessing and/or using the Interface, and/or from using the Supported Wallet in connection with User's use of the Interface;
- 6.3 User is responsible for ensuring compliance with the laws of any jurisdiction applicable to User in relation to User's access and/or use of Interface and acknowledge and agree that Redacted is not liable for User's compliance or non-compliance with any such laws;
- 6.4 User is not an Excluded Person (as defined below), and User is not accessing and/or using the Interface from an Excluded Jurisdiction (as defined below);
- 6.5 User has not had User's access or use of the Interface previously terminated or revoked for any reason whatsoever;
- 6.6 User will not, and will not attempt to, authorize anyone other than User to access and/or use Interface using a Supported Wallet owned by User, or otherwise engage in Prohibited Use (as defined below) of such Supported Wallet;

- 6.7 User is the legal and beneficial owner of, or is authorized by the owner of the Supported Wallet to hold and/or deploy, the support digital assets;
- 6.8 User is knowledgeable in using and evaluating blockchain technologies and related blockchain-based digital assets, including the Interface, Supported Digital Assets and Supported Wallets, and User has evaluated and understand the use of Interface and have not relied on any information, statement, representation, or warranty, express or implied, made by or on behalf of Redacted with respect to the Interface and/or Protocol(s) whether as regards the suitability, reliability, security or otherwise of the Interface and/or Protocol(s); and
- 6.9 User has read and acknowledged all Risk Warnings as set forth in these Terms below.

Each and all of User's above representations and warranties are true, complete, accurate and not misleading from the time of User's acceptance of these Terms and are deemed repeated each time User uses the Interface.

## **7. Risk Warnings**

### Not Investment

Digital assets available on the Interface (including \$RDAC) are offered primarily for entertainment purposes or for utility within a specified ecosystem or community. Such digital assets are not securities or other financial instruments and should not be bought, sold or held for investment purposes. You must not buy, sell or hold any digital assets with the expectation of obtaining any returns or profits.

### Market Risks

As with any asset, the value of digital assets (including \$RDAC) can fluctuate significantly and there is a material risk of economic loss when buying, selling, holding or investing in digital assets. You should therefore consider whether trading or holding digital assets is suitable for you in light of your financial circumstances.

Digital asset trading is speculative, prices are volatile and market movements are difficult to predict. Supply and demand for digital assets can change rapidly without warning and can be affected by a variety of factors which may not be predictable, including regulation, general economic trends and developments in the digital asset ecosystem. All investments in digital assets carry the risk of loss.

### Past Performance

Past performance is not an indicator of future performance. Redacted does not in any way guarantee or provide any assurance about the performance or market price of \$RDAC.

### Regulatory Risk

The Protocols and any digital assets you create or acquire through the Protocols (including \$RDAC) could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Redacted to continue to make the Protocols available.

### Liquidity Risk

Digital asset prices on the secondary market are driven by supply and demand and may be highly volatile. Digital assets may have limited liquidity which may make it difficult or impossible for you to sell or exit a position when you wish to do so. This may occur at any time, including at times of rapid price movements.

### Technological and Security Risks

The Protocols and digital assets (including \$RDAC) rely on emerging technologies, such as cryptographic and blockchain-based technologies. By accessing or using the Protocols, you understand and agree to the inherent risks associated with cryptographic and blockchain-based technologies, digital assets and systems that interact with blockchain-based networks. You agree and understand that Redacted does not own or control any of the underlying software

through which blockchain networks (such as the Ethereum or Bitcoin blockchain) are formed. In general, the software underlying blockchain networks, is open source, such that anyone can use, copy, modify, and distribute it. By using the Protocols, you acknowledge and agree (a) that Redacted is not responsible for the operation of the blockchain-based software and networks underlying the Protocols, (b) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) that the underlying blockchain-based networks are subject to sudden changes in operating rules, such as Forks (as defined below), which may materially affect the Protocols and digital assets.

The nature of Digital Assets exposes them to an increased risk of cyberattack. There can be no guarantee that systems put in place by us to mitigate cybersecurity threats will always be effective to prevent improper access to the Protocols and digital assets.

#### Third Party Risks

Third parties, such as wallet providers, payment services providers, custodians, and banking partners may be involved in the provision of Interface and/or making the Protocols available for access. You may be subject to the terms & conditions of these third parties. Unless expressly provided otherwise, we will not be responsible for any loss that may be incurred by you as a result of or arising from the services provided by such third parties.

### **8. Excluded Person and Excluded Jurisdiction**

For purposes of these Terms:

#### **8.1 “Excluded Jurisdiction” means any of the following jurisdictions:**

8.1.1 a jurisdiction identified by the Financial Action Task Force (FATF) for strategic AML/CFT deficiencies and included in FATF’s listing of “High-risk and Other Monitored Jurisdictions” accessible at <http://www.fatf-gafi.org/publications/high-risk-and-other-monitored-jurisdictions>; and/or

8.1.2 a jurisdiction in which the Interface and/or Protocol(s) would be subject to licensing, authorisation, registration, permission or other similar regulatory obligations.

#### **8.2 “Excluded Persons” refers to the following:**

8.2.1 a person who is:

- (a) a citizen of an Excluded Jurisdiction;
- (b) domiciled in, resident of, or physically present / located in an Excluded Jurisdiction;

8.2.2 a body corporate:

- 8.2.2.1 which is incorporated in, or operates out of, an Excluded Jurisdiction; or
- 8.2.2.2 which is under the control of one or more individuals who is/are citizen(s) of, domiciled in, residents of, or physically present / located in, an Excluded Jurisdiction;

8.2.3 an individual or body corporate accessing and/or using Interface and/or Protocol(s) from within an Excluded Jurisdiction;

8.2.4 an individual or body corporate included in United Nations Consolidated List (accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>);

- 8.2.5 an individual or body corporate which is otherwise prohibited or ineligible in any way, whether in full or in part, under any laws applicable to such individual or body corporate from accessing and/or using the Interface and/or Protocol(s).

## **9. Prohibited Use**

User shall not, directly or indirectly:

- 9.1 access and/or use the Interface and/or the Protocol(s):
- 9.1.1 in violation of any law, rule, or regulation of any jurisdiction that is applicable to User; and/or
- 9.1.2 in violation or breach of these Terms and/or any other document from time to time governing User access and/or use of the Interface;
- 9.2 permit others to access the Interface through User's wallet or a blockchain address User controls or otherwise engage in transactions using the Interface and Protocol(s) for any person other than the wallet owner;
- 9.3 disrupt, interfere with, or otherwise adversely affect the normal flow or function of the Interface and/or Protocol(s) or otherwise act in a manner that may negatively affects other users' experience when using the Interface, and User shall not take advantage of software vulnerabilities and any other act that intentionally abuses or exploits the design and functions of the Interface;
- 9.4 engage in, or knowingly facilitate, any money laundering, terrorist financing, or other illegal activities using the Interface;
- 9.5 access or attempt to access non-public systems, programs, data, or services using the Interface;
- 9.6 copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of Interface and/or Protocol(s) except as expressly permitted by applicable laws; and
- 9.7 reverse engineer or attempt to reverse engineer the Interface and/or Protocol(s) except as expressly permitted by applicable law.

## **10. User Waivers**

- 10.1 User agrees and acknowledges that neither Redacted nor any of our Affiliates shall be liable to User for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with User's access and/or use of the Interface and/or Protocol(s).
- 10.2 User undertakes not to initiate or participate, and waives the right to participate in, any class action lawsuit or a class-wide arbitration against Redacted and/or our Affiliates in relation to User's access and/or use of the Interface and/or Protocol(s).
- 10.3 By accepting these Terms, User waives all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against Redacted and our Affiliates in connection with User's access and/or use of Interface and/or Protocol(s).



## **11. Termination**

- 11.1 These Terms shall remain in full force and effect and be legally binding on User for so long as User accesses and/or uses Interface and/or the Protocol(s).
- 11.2 Redacted may restrict, suspend and/or terminate User's access and/or use of the Interface and/or Protocol(s) at any time for any reason and to such extent at Redacted's sole discretion.
- 11.3 Neither Redacted nor any of our Affiliates will have any liability whatsoever to User for any such restriction, suspension and/or termination or for any action taken by Redacted and/or any of our Affiliates to implement such restriction, suspension and/or termination which can include blacklisting User's Supported Wallet which User uses to access and/or use the Interface and/or Protocol(s).
- 11.4 All clauses and sub-clauses of these Terms, which by their nature extend beyond the expiration or termination of these Terms, will continue to be binding and operate after such restriction, suspension and/or termination. Without prejudice to the foregoing, Sections 7, 10, 11.4, 12 to 14 and 16 of these Terms shall remain in effect notwithstanding any such restriction, suspension and/or termination.

## **12. Disclaimer**

- 12.1 In accessing and/or using the Interface, User acknowledges and agrees that:
  - 12.1.1 THE INTERFACE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS BY REDACTED, AND REDACTED EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.
  - 12.1.2 REDACTED HAS NOT MADE AND MAKES NO REPRESENTATION, WARRANTY AND/OR CONDITION OF ANY KIND THAT THE INTERFACE WILL MEET USER'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.
  - 12.1.3 REDACTED IS NOT USER'S BROKER, AGENT, TAX OR LEGAL ADVISOR, AND HAS NO FIDUCIARY RELATIONSHIP WITH OR OBLIGATION TO USER. NO COMMUNICATION OR INFORMATION PROVIDED BY REDACTED IS INTENDED AS OR SHALL BE CONSTRUED AS INVESTMENT, FINANCIAL, TAX, LEGAL OR ANY OTHER KIND OF ADVICE. REDACTED SHALL NOT BE LIABLE FOR ANY DECISIONS USER MAKES TO ACCESS AND/OR USE THE INTERFACE.
  - 12.1.4 TO THE EXTENT THAT APPLICABLE LAW REQUIRES OR IMPOSES ANY REPRESENTATION, WARRANTY AND/OR CONDITION WITH RESPECT TO USER'S ACCESS AND/OR USE OF THE INTERFACE, ALL SUCH REPRESENTATION, WARRANTY AND/OR CONDITION ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST ACCESS AND/USE BY USER OF THE INTERFACE.

12.2 In accessing and/or using the Protocol(s) via the Interface, User acknowledges and agrees that:

12.2.1 THE PROTOCOL(S) AS ACCESSED VIA THE INTERFACE IS ON AN “AS-IS” AND “AS AVAILABLE” BASIS AND REDACTED EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

12.2.2 REDACTED HAS NOT MADE AND MAKES NO REPRESENTATION, WARRANTY AND/OR CONDITION OF ANY KIND THAT THE PROTOCOL AS ACCESSED VIA THE INTERFACE WILL MEET USER’S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

12.2.3 TO THE EXTENT THAT APPLICABLE LAW REQUIRES OR IMPOSES ANY REPRESENTATION, WARRANTY AND/OR CONDITION WITH RESPECT TO YOUR ACCESS AND/OR USE OF PROTOCOL, ALL SUCH REPRESENTATION, WARRANTY AND/OR CONDITION ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST ACCESS AND/USE BY YOU OF THE PROTOCOL(S) (VIA THE INTERFACE).

12.3 REDACTED DOES NOT ENDORSE ANY THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO WITH ANY OTHER THIRD PARTY.

12.4 YOU ACKNOWLEDGE AND AGREE THAT NEITHER REDACTED NOR ANY OF OUR AFFILIATES WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND ANY THIRD PARTY.

### **13. Limitation of Liability**

13.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL REDACTED AND/OR ANY OF OUR AFFILIATES BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF USER’S ACCESS AND/OR OF THE INTERFACE AND/OR PROTOCOL, EVEN IF REDACTED AND/OR ANY OF OUR AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 USER’S ACCESS TO AND/OR USE OF THE INTERFACE AND PROTOCOL IS AT USER’S OWN DISCRETION AND RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER’S DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

13.3 NEITHER REDACTED NOR ANY OF OUR AFFILIATES SHALL BE LIABLE TO USER FOR ANY LOSS OR DAMAGE ARISING OUT OF USER’S FAILURE TO KEEP USER’S PRIVATE KEYS OR LOGIN CREDENTIALS TO USER’S WALLET SECURE OR ANY OTHER UNAUTHORIZED ACCESS TO OR TRANSACTIONS INVOLVING USER’S WALLET.

13.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF REDACTED AND/OR ANY OF OUR AFFILIATES TO USER FOR ANY CLAIM BY USER FOR DAMAGES ARISING FROM OR RELATED TO USER'S ACCESS AND/OR USE OF THE INTERFACE AND/OR PROTOCOL:

(a) WHETHER PURSUANT TO THESE TERMS; AND/OR

(b) WHETHER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION,

WILL AT ALL TIMES BE LIMITED TO [USD1,000]. THE EXISTENCE OF MORE THAN ONE CLAIM BY USER WILL NOT ENLARGE THIS LIMIT.

#### **14. Indemnification**

14.1 User shall indemnify and hold Redacted and/or any of our Affiliates, each of their respective employees, officers, directors and representatives (collectively, "**Indemnified Party**"), harmless, including costs and attorneys' fees, from any loss, claim or demand made due to or arising out of:

14.1.1 User's access and/or use of Interface and Protocol(s) (via the Interface);

14.1.2 User's violation of these Terms; and

14.1.3 User's violation of laws or regulations applicable to User's access and/or use of Interface and/or Protocol(s).

14.2 The relevant Indemnified Party reserves the right, at User's expense, to assume the exclusive defense and control of any matter for which User is required to provide indemnification, and User agrees to cooperate in the defense of these claims. User shall not settle any matter without the prior written consent of the relevant Indemnified Party. The relevant Indemnified Party will use reasonable efforts to notify User of any such claim, action or proceeding upon becoming aware of it.

#### **15. Tax Implications**

User is solely responsible for determining the tax implications and tax reporting requirements associated with transactions User engages in using the Interface and/or Protocol(s) (via the Interface), and for paying any applicable taxes in each applicable jurisdiction. Neither Redacted nor any of our Affiliates shall be responsible for determining whether there are tax implications in connection with transactions involving User's use of the Interface and/or Protocol(s), for reporting any such transactions, or for paying any applicable taxes.

#### **16. Potential Risks Associated with Use of Interface and/or Protocol(s) (via Interface)**

User acknowledges and agrees to the following:

16.1 Like all software, the Interface and/or the Protocol(s) may be subject to exploits, accordingly, neither Redacted nor any of its Affiliates shall be responsible to User any such exploits or loss to User as a result of such exploits, whether foreseeable or not.

- 16.2 While Redacted has taken a number of precautions to ensure the security of the Interface, the technology constituting the Interface and/or the Protocol(s), and their interaction, is relatively new and it is not possible to guarantee that the code is completely free from bugs or errors.
- 16.3 User accepts all risks that arise from User's access and/or use of the Interface and/or Protocol(s), including, and not limited to, the risk of any of User's digital assets being lost due to a failure or exploit of the Interface and/or Protocol(s).
- 16.4 User is solely responsible for securing the private keys associated with any Supported Wallet which User uses when accessing and/or using the Interface and/or Protocol(s).
- 16.. User understands that anyone who obtains User's private keys to User's Supported Wallet and/or access to User's device containing such private keys, may access User's Supported Wallet controlled with those private keys with or without User's authorisation and may transfer any digital assets accessible through User's Supported Wallet.
- 16.6 In choosing to access and/or use the Interface and/or Protocol(s) (via the Interface), User does so on User's own initiative and at User's own risk, and User is responsible for complying with all applicable local laws, rules and regulations relating to User's access and/or use of the Interface and/or Protocol(s).
- 16.7 Support for the Interface (as means to access the Protocol(s)) may be modified or discontinued at any time in Redacted's sole discretion.
- 16.8 In the event of a change in the operating rules or other features of the Protocol(s) ("**Fork**") that may result in more than one version of a network ("**Forked Network**") and more than one version of a digital asset ("**Forked Asset**"), the Interface and/or Protocol(s) may not support activity related to any Forked Assets. Forked Networks and the available supply of any Forked Assets are wholly outside Redacted's control. In the event of a Fork, Redacted may temporarily suspend certain services on the Website (with or without advance notice to User) while we determine, at our sole discretion, which Forked Network(s) to support. REDACTED IS UNLIKELY TO SUPPORT MOST FORKED NETWORKS AND MOST FORKED ASSETS WILL LIKELY NOT BE MADE AVAILABLE TO USER. REDACTED MAY DETERMINE, IN OUR SOLE DISCRETION, NOT TO SUPPORT A FORKED NETWORK. USER HAS NO RIGHT, CLAIM, OR OTHER PRIVILEGE AGAINST FORKED ASSETS ON SUCH UNSUPPORTED FORKED NETWORK. REDACTED MAY, IN OUR SOLE DISCRETION, DETERMINE OUR APPROACH TO SUCH FORKED ASSETS, WHICH MAY INCLUDE ABANDONING OR OTHERWISE ELECTING NOT TO SUPPORT SUCH FORKED ASSETS AS PART OF OUR SERVICES.

## **17. Electronic Communications with Redacted**

- 17.1 The communications between User and Redacted shall be via electronic means, either through the Interface or electronic mail.
- 17.2 For contractual purposes, User:
- 17.2.1 consents to receive communications from Redacted in any electronic form; and
  - 17.2.2 acknowledges and agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Redacted provides to User electronically

satisfy any legal requirement that would also be satisfied if such communications were to be in a hardcopy writing.

## **18. General**

### **18.1 Entire Terms**

These Terms (read together with our Privacy Policy) constitute the entire agreement between User and Redacted regarding User's access and/use of Interface.

### **18.2 Severability**

If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

### **18.3 Relationship of Parties**

Nothing contained in these Terms will be deemed to be construed as creating a partnership or an agency relationship or joint venture between User, Redacted and/or any of our Affiliates.

### **18.4 Assignment**

These Terms, and User's rights thereunder, may not be assigned, Redacted's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Redacted may freely assign these Terms and our respective rights thereunder.

### **18.5 Waiver**

A waiver by Redacted of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of Redacted and shall apply only to the circumstances for which it is given. Failure of Redacted to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy, and no single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.

### **18.6 No Third-Party Rights**

Save for Redacted's Affiliates who shall have the rights and benefits to the extent accorded thereto under these Terms, any person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any of these Terms.

### **18.7 Governing Law and Jurisdiction**

The agreement as shall be constituted by User's acceptance of these Terms, and any dispute or claim arising out of or in connection with the subject matter or formation (including non-contractual disputes or claims) of such agreement, shall be governed by and construed in accordance with the law of Singapore.

The Parties agree that any dispute or claim arising out of or in connection with the subject matter or formation (including non-contractual disputes or claims) of these Terms shall be by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. The arbitration shall be conducted under the rules of the Singapore International Arbitration Centre ("**SIAC**"). The arbitral tribunal shall consist of a sole arbitrator to be appointed by the President of the SIAC. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. The arbitration agreement shall be governed by Singapore law.

#### **18.8 Severability**

If any provisions of these Terms are found by any court or tribunal of competent jurisdiction to be invalid, void, unlawful or unenforceable under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.