

# Stroom

## Terms of Service

**Last Updated:** July 31, 2025

**Version:** 1.0

### 1. Introduction

#### a. Application

These Terms govern your access to and use of the Platform, Communication Channels, and Materials. Please read these Terms carefully as they affect your obligations and legal rights.

#### b. Acceptance

By accessing, using, or otherwise interacting with the Platform, or by accepting these Terms, including by clicking a checkbox referencing these Terms, you confirm that you have read, understood, and agree to these legally binding Terms in full without modifications or reservations. If you do not agree, you must immediately stop using the Platform. If you are acting on behalf of an entity, you confirm that you are authorised to accept and agree to these Terms on both its behalf and your own.

#### c. Disclaimers

Note that Section 15 [Applicable Law and Dispute Resolution](#) contains provisions governing the choice of law, arbitration terms, and class action waiver. Please read and review Sections 12, 13, 14 [Important Disclaimers](#), [Limitation of Liability](#), and [Indemnification](#) carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify us and Stroom Parties, and contain disclaimer of warranties concerning the Platform.

#### d. Personal Data

Your personal data is processed in accordance with the [Stroom Privacy Notice](#).

#### e. Risk Disclosure Statement

By using the Platform, you acknowledge and accept in full the risks set out in the [Risk Disclosure Statement](#), which forms an integral part of these Terms. These risks are not exhaustive nor presented in any specific order of priority. You understand that any of these risks may result in damages or complete loss of your assets, and you are solely responsible for that. You must not use the Platform or carry out any transactions if you cannot accept these risks.

#### f. Modification

These Terms may be modified, supplemented, or updated from time to time without your consent or prior notice. In this case, the “Last Updated” date and version number at the top of these Terms will be updated accordingly. The updated Terms will automatically replace and supersede the previous version upon publication, taking immediate effect, unless we decide otherwise. By continuing to use

the Platform, you confirm your acceptance of the updated Terms. It is your responsibility to review these Terms regularly to stay informed of any changes. If you do not agree to the amended Terms, you must immediately stop accessing or using the Platform.

## **g. Interpretation**

Capitalised terms used herein and rules of interpretation are defined in Section 17 [Interpretation](#).

# **2. Eligibility; No Consumer Access**

## **a. Eligibility Criteria**

To be eligible to access and use the Platform, you must: (i) be capable of entering into a legally binding agreement; (ii) not be a Prohibited Person or acting on its behalf; (iii) be at least 18 years old or of legal age (age of majority) in your jurisdiction; (iv) not be a Consumer; (v) if representing an entity, have proper authorisation and confirm the entity is properly existing; and (vi) fully comply with these Terms. If you do not meet these criteria, you must not use the Platform until you do.

## **b. No Consumer Access or Protections**

The Platform is intended exclusively for use by professionals, experts, or traders, and is not provided to Consumers. By using the Platform, you confirm and acknowledge that you are not acting as a Consumer nor do you qualify as a Consumer when using the Platform, and that you have sufficient understanding of provided functionality and associated risks. Accordingly, to the maximum extent permitted by applicable law, you acknowledge that Consumer protection rights and remedies do not apply to your use of the Platform or any of its components.

# **3. Platform and Onchain Infrastructure**

## **a. General**

The Platform's functionality and features may be outlined in the Materials or communicated by us or on our behalf via the Communication Channels. Generally, the Platform allows you to interact with the Onchain Infrastructure, which facilitates Staking, Swapping, and executing other transactions involving Virtual Assets. The Platform functions solely as a technical and administrative user interface. Our role is strictly limited to operating, providing, and maintaining the Platform, which grants access to certain decentralised Onchain Infrastructure that execute all respective transactions. The Platform is not a regulated or licensed service provider and is not supervised or authorised by any governmental, regulatory, or supervisory authority.

## **b. Platform**

While the Platform interacts with the Onchain Infrastructure, the Platform does not form a part of the Onchain Infrastructure and serves exclusively as a mere web-based independent interface to access and interact with the Onchain Infrastructure. Since the Onchain Infrastructure is open sourced, there might be other interfaces enabling interaction with the Onchain Infrastructure that have no connection to or affiliation with us. We only provide the Platform and are not responsible for nor involved in the operation of the Onchain Infrastructure or any third-party web-interfaces providing access thereto.

## **c. Onchain Infrastructure**

The Onchain Infrastructure is decentralised, autonomous, and consists of open-source and self-executable software deployed on public blockchain networks. They typically operate without a central authority, and all interactions with them are governed by their underlying code, which may be reviewed, verified, and used by anyone (under applicable FOSS Licenses). We do not control the Onchain Infrastructure, the blockchain networks they rely on, or any related infrastructure. The Platform serves solely as an interface and does not influence the execution, pricing, or parameters of transactions, which are determined by the Onchain Infrastructure. Malfunctions, failures, or abandonment of the Onchain Infrastructure or their underlying networks may materially affect the Platform. We make no warranties as to the accuracy, completeness, or availability of information displayed on the Platform, including data about the Onchain Infrastructure. The availability of a specific feature on the Platform does not constitute our endorsement or recommendation of that feature or the Onchain Infrastructure in general, nor does it confirm that we have reviewed or validated that feature or the Onchain Infrastructure. By interacting with the Onchain Infrastructure, you agree to automated processing of transactions based on the parameters they define. In the event of a conflict between these Terms and the Onchain Infrastructure, these Terms prevail for legal purposes, while the Onchain Infrastructure and terms embedded therein govern transaction execution. You use the Onchain Infrastructure at your own risk and should carefully assess them before doing so.

#### d. Intended Software Logic

You are required to comply with the intended logic of the Platform, Onchain Infrastructure, and their underlying software. Bugs, flaws in logic, and other vulnerabilities are not part of their intended operation. Exploiting bugs, flaws, or vulnerabilities in the Platform, Onchain Infrastructure, or associated software, regardless of purposes or circumstances, shall be strictly prohibited, and any such transactions shall be considered void and null *ab initio*; relevant acts, including those harming other users, may be treated as criminal or other offences under applicable law. Virtual Assets acquired through violation of the intended logic of the Platform, Onchain Infrastructure, or their underlying software, taking advantage of flaws, bugs, errors, or vulnerabilities therein shall be deemed unlawfully obtained, and may be further subject to forfeiture under applicable law or other adverse consequences.

#### e. Staking

The Platform may offer functionality that enables you to participate in Staking by interacting with underlying Onchain Infrastructure. When you stake Bitcoin through the Platform, you may receive strBTC at a 1:1 or other applicable rate, as determined by the Onchain Infrastructure and specified on the Platform at the time of the transaction. By proceeding with a Staking transaction, you acknowledge and accept the displayed rate and associated terms. The redemption or return of your staked Bitcoin may only be possible by presenting and redeeming the equivalent amount of strBTC. You will not be able to reclaim your original Bitcoin directly, and we do not guarantee or facilitate any alternative redemption mechanism. You are solely responsible for securely storing, managing, safeguarding, and disposing of your strBTC, and we make no warranties or representations, express or implied, regarding its value, utility, or functionality. Parameters of the Staking functionality, including, but not limited to, staking limits, lock-up durations, eligibility criteria, and minimum or maximum thresholds, may be changed or updated from time to time. If the applicable Staking terms require a minimum lock-up period, you will not be able to access, transfer, or withdraw the staked Bitcoin until such period has elapsed. Early withdrawals, where permitted, may result in the forfeiture of accrued rewards. Staking may result in the accrual of rewards, incentives, or other forms of remuneration as determined solely by the Onchain Infrastructure. Any such figures displayed on the Platform are non-binding, indicative estimates based on past performance, projected returns, or third-party protocol mechanics, and are not guaranteed. Actual outcomes may vary substantially depending on network conditions, protocol design, and other variables outside our control. The Platform does not store, hold,

manage, or otherwise custody your staked Bitcoin or any other Virtual Assets at any time. All such Virtual Assets are locked through interaction with the relevant Onchain Infrastructure, which operates independently and beyond our access or control. You expressly acknowledge and accept that Staking may not be suitable, profitable, or appropriate for your individual circumstances, and that all Staking decisions are made at your sole discretion and risk.

#### f. Swapping

The Platform may provide an interface that enables you to Swap certain Virtual Assets through underlying Onchain Infrastructure. While the Platform may display an indicative exchange rate, pricing estimate, or other transaction parameters, you acknowledge that the final execution price, slippage, transaction timing, and settlement are determined solely by the Onchain Infrastructure and are entirely outside of our control. We do not execute, facilitate, or guarantee the outcome of any Swap. The execution of your Swap transaction is contingent upon the behaviour and availability of third-party protocols, Smart-Contracts, and other decentralised infrastructure components. There is no assurance that any quoted price or exchange rate will be accurate, up-to-date, or ultimately applied to your transaction. You further acknowledge and agree that once a Swap order is submitted and executed via the Onchain Infrastructure, it is final, irreversible, and cannot be amended, cancelled, or refunded. We make no warranties, express or implied, including any warranties of accuracy, suitability, merchantability, or fitness for a particular purpose, with respect to any Swap functionality. All swapping activity is conducted at your own risk, and you are solely responsible for reviewing the applicable terms, risks, and mechanics before initiating any transaction.

#### g. Vaults

The Platform may offer integrations with certain Vaults, which constitute independent Third-Party Services not owned, operated, or controlled by us. Each Vault is an autonomous smart contract deployed by a Third-Party Service provider and maintained by its respective curators. We do not exercise control over the design, governance, rules, or operation of any Vault. Vaults may impose specific terms, restrictions, or requirements, such as mandatory strict or soft lock-up periods for Virtual Assets, over which we have no influence. If you choose to interact with a Vault that requires locking Virtual Assets, you may be unable to access or withdraw those assets until the applicable lock-up period has expired or withdrawal may imply forfeiture of certain rewards. When interacting with Vaults, Use of Vaults involves substantial risks, including the potential partial or total loss of Virtual Assets or their value due to market volatility, Smart-Contract failure, or malicious activity. We make no representations, warranties, or guarantees, whether express or implied, regarding the performance, reliability, security, legality, or suitability of any Vault. This includes, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed to the fullest extent permitted by law. We do not review, audit, test, or verify any Vault, its underlying code, its developers, the associated service providers, curators, or liquidity contributors, and we undertake no obligation to do so. Your interaction with any Vault is entirely at your own risk, and you are solely responsible for evaluating its functionality, terms, and associated risks before proceeding.

#### h. Testnet

The Testnet is a development-stage testing environment provided for experimental purposes only. It may be incomplete, contain bugs or inaccuracies, and is not guaranteed to function as expected. The Testnet uses test assets with no real-world value or utility. These assets are not your property and may be revoked or destroyed at any time. You shall not use the Testnet for real Virtual Assets, commercial purposes, or transactions involving actual value. Real assets used in the Testnet may be

permanently lost. By accessing the Testnet, you acknowledge and accept all associated risks, and we accept no liability for loss or misuse.

#### **i. Non-Party Status**

The Platform is not involved in any transactions you conduct with the Virtual Assets, whether on the Platform or otherwise using the Onchain Infrastructure. All legal relationships and obligations for such transactions exist solely between you and the corresponding counterparty. We do not act as a party or intermediary to these transactions and accept no responsibility or liability for any disputes that may arise. Such disputes must be resolved directly between you and the respective counterparty.

#### **j. Updates and Availability**

The Platform, including its underlying technical infrastructure and software, may be terminated, suspended, updated or modified at any time with or without a reason or prior notice, and without any liability whatsoever. The Platform or its components may also become inaccessible or inoperable due to maintenance, updates, disruptions, cyberattacks, technical issues, Force Majeure circumstances, unavailability of Third-Party Services, and so forth. Access may also be limited, suspended, or restricted with immediate effect and without notification and liability, regardless of reason, including if you violate these Terms or applicable laws, create legal exposure for us or Affiliates, are identified as a Prohibited Person or act on their behalf. The Platform may integrate software, solutions, or tools to identify Prohibited Persons or users violating these Terms or laws. You must comply with all limitations outlined in these Terms and not attempt to circumvent or bypass them.

### **4. Events**

#### **a. General Terms**

We may from time to time introduce and hold the Events on the Platform, Communication Channels, or otherwise. The participation in any Event may be subject to certain Conditions. The Events and their Conditions may be changed from time to time at our sole discretion with or without notice. We may also at any time limit, suspend or terminate certain Events or any of their elements, or your participation therein, in whole or in part, with or without prior notice, and without any liability whatsoever. The time to participate in the Events may be limited. If you do not comply with the Conditions within the given period, you shall not receive the Reward.

#### **b. Referrals**

From time to time we may launch and maintain a referral program, during which you may be eligible to receive a certain Reward for referring others to use the Platform. Our referral campaign shall be deemed an Event. Reward rates are determined by us and are subject to change. We reserve the right to suspend or terminate our referral program (i.e. providing Rewards) at any time, without prejudice to outstanding Rewards that were duly accrued. Accrual and receipt of the Reward is subject to your full compliance with these Terms, as determined by us at our sole and absolute discretion.

#### **c. Entertainment and No Gambling**

The Events are not, and shall not be interpreted as, a gambling activity, lottery, or any other form of regulated betting or gaming under any applicable laws or regulations. Participation in the Events is free of charge. No purchase, payment, or any form of consideration is required to enter or take part in

the Events. There is no monetary exchange or wagering involved, and participation is open to all eligible persons. The Events are organised purely for entertainment and are designed to foster engagement, enjoyment, and support within the community. The primary goal of the Events is offering a fun and engaging experience, as well as strengthening and encouraging the community. The Events aim to create an enjoyable journey for participants, promoting camaraderie, excitement, and shared enthusiasm throughout the community.

#### **d. Participation**

By participating in the Event, you acknowledge that you are solely responsible for making your own decisions regarding your involvement. Participation in the Event, including any activities related to receiving, minting or claiming the Reward, is entirely at your own risk. It is your responsibility to seek appropriate professional advice, including legal and tax guidance, before participating. You assume all risks associated with your participation in the Events, including but not limited to any potential losses, damages, or liabilities that may arise. The Stroom Parties shall not be held liable for any claims or losses in connection with your participation in the Events. The Stroom Parties do not provide any advice or recommendations concerning participation in the Events or related activities. You are urged to act independently and with full awareness of the associated risks, including those outlined herein.

#### **e. Violation**

If we believe that you have violated these Terms while participating in the Events or interacting with the Platform, we may immediately suspend or terminate your participation. We may also refuse to transfer any Rewards due to you and keep them as compensation for your violation. In this case, our obligations to transfer and deliver the Rewards will end immediately.

#### **f. Termination or Suspension**

Any Event or Reward, as well as your participation in them, can be limited, suspended, or terminated at any time, with or without reason, and without notice or liability.

### **5. Rewards**

#### **a. General**

You may be eligible to earn certain Rewards for participating in specific Events. The form, amount, calculation method, and eligibility criteria for such Rewards are determined by us at our sole discretion and may vary depending on the Event. To receive any Rewards, you must meet the conditions specified for the relevant Event. Failure to meet these conditions will result in ineligibility and forfeiture of the corresponding Rewards. We reserve the right to modify, adjust, or cancel any aspect of the Rewards, including their amount, form, distribution method, or availability, at any time, with or without notice, and without incurring any liability. Rewards may be non-transferable, not backed by any physical or financial asset, and may have no intrinsic or monetary value. There is no warranty that you will receive any Reward, nor that any Reward will meet your expectations, serve a particular purpose, or be convertible into any asset or currency. In all cases, the applicable Rewards are determined by us at our sole discretion and may depend on certain conditions or factors, as determined by us at our sole discretion, such as, for example, market conditions, the performance of specific Virtual Assets, technical developments, particular economic conditions, and other circumstances. We may update the Reward terms (including amount, distribution terms, etc.) at any time before the end of the Event when the winners are determined. Participation in the Events is entirely at your discretion and may not lead to any desired outcome other than participating in a fun experience.

## **b. Reward Transfer**

The Rewards may not be delivered immediately after they become due, and may be made available to you on deferred terms. You should follow the instructions available in the Platform or otherwise made available to you, to review the terms and mechanics of the Rewards allocation. Any Rewards shall be personal and non-transferable before you have received them. Accordingly, you shall not be allowed nor permitted to, and shall not transfer, promise, lend, encumber, pledge, hypothecate, sell, or otherwise dispose of any Rewards until their receipt.

## **c. Ownership Transfer**

The ownership, title, interests, and rights in the Reward transfer to you once the Reward is received to the designated account or Wallet.

# **6. Wallets**

## **a. General**

When using the Platform, you may connect your Wallet to it through one of the compatible third-party solutions, including software wallets. All Wallets or software wallets you use within the Platform are considered Third-Party Services, and we neither endorse nor shall be held liable or responsible in connection therewith. When using them, you should carefully review their applicable terms and policies. You may disconnect your Wallet from the Platform at any time.

## **b. Security**

Neither we nor the Platform have access to or control over your Wallets or Virtual Assets held in them. You must not share your Wallet credentials or allow others to access them. You are fully responsible for (i) securing your Virtual Assets, Wallets, and associated credentials; (iii) keeping your Wallet credentials confidential and ensuring their proper use; and (iv) all transactions made through your Wallets or using credentials thereto, and all such transactions will be considered to be made personally by you.

## **c. Loss of Access**

We do not store any credentials associated with your Wallets on our servers. Since these credentials and other Wallet-related information are not backed up, we cannot restore them if they are lost.

## **d. Release**

We are not liable for any losses or damages, including consequential, incidental, or indirect damages, resulting from the unauthorised use of your Wallet, except where such unauthorised use results from our gross negligence. This includes cases where you fail to maintain the confidentiality of your Wallet credentials. To the maximum extent permitted by applicable law, you hereby release and forever discharge the Stroom Parties from any and all actions, claims, suits, demands, losses, damages, obligations, or liabilities of any kind, whether known or unknown, arising from or related to the above.

# **7. User Instructions**

## **a. General**

You are responsible for ensuring that all your User Instructions are complete and accurate. We are not obligated to verify their correctness, accuracy, authenticity, or validity, nor will we be obligated to monitor or reject them for any reason, even if they appear to be duplicates. However, we may or the Platform may automatically reject your User Instructions if they violate its intended logic, or if there are doubts about their accuracy, authenticity, or validity. In such cases, you may be required to take further actions regarding the relevant User Instruction.

## **b. Submission**

By submitting a User Instruction, you initiate the corresponding transaction, which may result in transferring to or deducting Virtual Assets from your Wallet in accordance with your User Instruction. If your Wallet has insufficient Virtual Assets to complete the transaction, including covering applicable Third-Party Costs, the transaction will not be processed, and the User Instruction may be rejected. User Instructions are irrevocable; once submitted, you have no right to rescind or withdraw them. We make no warranties that any User Instruction or associated transaction will be completed successfully, within a specific timeframe, or at all.

## **c. Disclaimers**

By providing a User Instruction, agree and understand that: (i) your User Instruction are considered unsolicited, i.e. solely initiated by you; (ii) you have not received any advice from us in connection with any User Instruction; and (iii) we do not conduct a suitability review of any User Instruction you submit.

## **d. Security**

You acknowledge that User Instructions transmitted via the Platform are generally sent over the internet and may pass through public, transnational networks that are not specifically secured. We cannot warrant complete protection against unauthorised access, and you accept the associated risks.

## **e. Records**

We shall have the right to maintain records of all User Instructions and associated transaction data to ensure the security of the Platform and its users, including fraud prevention, abuse detection, and compliance with legal obligations, where applicable. Our records of all User Instructions shall be conclusive and binding on you for all purposes.

# **8. Fees, Third-Party Costs, and Taxes**

## **a. Platform Fees**

Currently, neither we nor the Platform charge any fees on our behalf. However, we reserve the right to introduce Platform fees at any time at our sole and absolute discretion.

## **b. Third-Party Costs**

When conducting transactions within the Platform, you may incur certain Third-Party Costs. You are solely responsible for paying these Third-Party Costs, and we bear no liability for them. It is your responsibility to independently verify and review any Third-Party Costs associated with your transactions.

### **c. Taxes**

You are solely responsible for all current and future Taxes applicable to you that may arise from or relate to the transactions made by you through or in relation to the Platform. This includes all Taxes imposed, levied, collected, withheld, or assessed by any state or governmental authority. It is your obligation to manage your tax responsibilities, as failure to do so may result in penalties, fines, or other legal consequences.

## **9. Intellectual Property**

### **a. All Rights Reserved**

Except as explicitly provided under these Terms or the applicable law, you do not gain any rights in or to the Intellectual Property, which remains fully owned by its respective rights holders, who may restrict its use at any time. Specific elements of the Intellectual Property are protected under applicable laws, for example: (i) distinctive elements of Third-Party Services may be protected as trademarks, trade dress, copyright, or otherwise, (ii) the Platform features are protected by copyright, database 'sui generis' rights, or otherwise, and (iii) the Platform's design and branding may be protected by copyright, trademark laws, or otherwise, as applicable. You must not obscure, remove, or alter any marks or notices within the Platform. You additionally acknowledge that no rights or interests in any trade names, logos, trademarks, service marks, or other brand identifiers displayed within the Platform are granted to you under the Licence or otherwise under these Terms, and all such rights are expressly reserved by us or the relevant third-party owners.

### **b. Licence**

Subject to your compliance with these Terms, you are hereby granted the Licence. The Licence will remain effective until it is revoked or these Terms terminate or expire. Any use of the Platform or the Intellectual Property not expressly permitted under the Licence or applicable law is prohibited.

### **c. FOSS Licences**

Any items or components of the Platform distributed under a FOSS Licence, if applicable, are not governed by the Licence granted under these Terms. Such items are provided to you solely under the terms of their respective FOSS Licences. This applies only to components originally distributed under a FOSS Licence and expressly excludes: (i) any items or components developed or modified by us that were not initially released under a FOSS Licence; and (ii) any derivative works generated by us using FOSS-licensed items or components.

## **10. Your Representations and Warranties**

By accepting these Terms, you make the following representations and warranties, which must remain true, complete, accurate, and non-misleading at the time of acceptance and throughout your use of the Platform:

## **a. Acknowledgement of Terms**

You have read and understood these Terms, have the authority to accept them, enter into a binding legal agreement with us, and meet the obligations these Terms outline.

## **b. No Conflict**

Acceptance of these Terms will not breach or conflict with any court orders, judgments, or existing agreements or arrangements you are bound by.

## **c. Entity Representation**

If you are acting on behalf of an entity, you confirm that the entity is properly incorporated, registered, and in good standing in its jurisdiction. The entity is responsible for any breach of these Terms by you or its employees, unless you are personally liable under the law. Additionally, accepting these Terms must not breach or conflict with the entity's organisational documents.

## **d. Approvals or Authorisations**

If and to the extent necessary, all consents, permissions, authorisations, approvals, and agreements from third parties, as well as any required registrations, declarations, or filings with regulatory or governmental authorities, have been unconditionally obtained as of the date you accept these Terms.

## **e. Consumer**

You are not a Consumer and you acknowledge that the consumer protection laws do not apply to your use of the Platform or any of its features.

## **f. Prohibited Person Status**

You are not a Prohibited Person, nor act on behalf or for the benefit of a Prohibited Person.

## **g. Compliance**

Your acceptance of these Terms and use of the Platform is in full compliance with all applicable laws. You will meet all tax obligations related to your use of the Platform, any transactions made by you in relation to the Platform, as well as any acquisition, sale, transfer or other disposal of the Virtual Assets.

## **h. Authorised Wallet and Asset Use**

Any Wallet you use in relation to the Platform must either be owned by you or used with valid authorisation. All Virtual Assets you use in relation to the Platform must be owned by you or used with proper authorisation, originate from legitimate sources, and have been lawfully acquired.

## **i. Understanding of Blockchain Technology**

You have sufficient understanding of the functionality, usage, storage, transmission mechanisms, and complexities related to Onchain Infrastructure, Virtual Assets, Wallets, blockchain-based software, and distributed ledger technology, including blockchain, in general. You additionally confirm that you have sufficient understanding of the functionality, usage, risks, and features of the lending and borrowing functionality you select to interact with.

## j. Transactions

You are solely responsible for all and any operations and transactions with Virtual Assets or other funds carried out through or in relation to the Platform, as well as for their consequences and outcomes.

## k. Participation Expectations

You understand that your use of the Platform and Materials may not meet your expectations, fit for a particular purpose or be beneficial, profitable or suitable for you, and it is your decision whether to use or interact with it. Any expectations of financial gain or other benefits are solely your own responsibility, and we disclaim any liability for any loss or damage incurred from such expectations.

## l. Independent Decision-Making

You will carefully evaluate, check, and verify any content made available to you through the Platform, Communication Channels, or provided otherwise on our behalf, including Materials, before using or relying on it in any way. You will not base any decisions solely on such information.

# 11. Prohibited Activities

You must not conduct or participate in any of the following activities, whether directly or indirectly, when using the Platform.

### a. No Unauthorised Data Extraction

Do not use any data mining tools, robots, spiders, crawlers, scrapers, or similar automated methods designed to gather, extract, or harvest data from the Platform or any of its parts.

### b. No Disruption and Interference

Do not disrupt, interfere with, or inhibit others from using the Platform. Additionally, you are prohibited from engaging in activities that could disable, impair, or harm the Platform and its underlying infrastructure or software.

### c. No Restrictions Circumvention

Do not circumvent or attempt to bypass any access or functionality restrictions or limitations related to the Platform.

### d. No Illegal Use and Harm to Others

Do not use the Platform, or the Communication Channels for illegal purposes, including money laundering, terrorism financing, fictitious trading, market manipulation, price manipulation, or wash trading, or those that are harmful or detrimental to the Stroom Parties or others.

### e. No Market Manipulation

Do not disrupt or attempt to interfere with ordinary trading or operations, including actions intended to create a false impression of market depth or interest.

#### **f. No Fraudulent Activities**

Do not engage in fraudulent activities, such as providing false, inaccurate, or misleading information to unlawfully acquire funds or property from others.

#### **g. No Harmful or Malicious Activities**

Do not use malware, harmful code, or software, engage in hacker attacks, or exploit any technical glitches, malfunctions, failures, delays, defaults, or security breaches in relation to the Platform and its underlying infrastructure or software.

#### **h. No Third-Party Rights Violation**

Do not violate any rights of any third person, including intellectual property rights.

#### **i. No Copyright Infringement**

Do not (i) modify, adapt, or integrate any part of the Platform into another program or application; (ii) disassemble, decompile, reverse-engineer, or attempt to access the source code, object code, or underlying algorithms of the Platform or its components; (iii) copy, replicate, download, store, distribute, transfer, broadcast, publish, alter, sell, lease, sublicense, or create derivative works from any part of the Intellectual Property; and (iv) remove or modify any copyright statements, labels, or licensing information.

#### **j. No Impersonation**

Do not impersonate any person, project, or entity, or misrepresent your affiliation with them in any way. This includes attempting to disguise your identity or the origin of any messages or transmissions sent to us or others.

#### **k. Good Faith and Lawful Conduct**

Do not act unfairly and contrary to the principle of good faith, nor carry out any other activities that violate any applicable regulations, rules, orders, etc.

## **12. Important Disclaimers**

#### **a. No Warranties and Representations**

The Platform, including its services, functionality, components, integrations, underlying infrastructure and software, Onchain Infrastructure, and Materials are provided on an “as is” and “as available” basis, and their use is entirely at your own risk. There are no warranties of any kind, express or implied, including but not limited to warranties of title, non-infringement, integration, merchantability, fitness for a particular purpose, or those arising from any course of performance or usage of trade with respect to the Platform, including its components, integrations, underlying infrastructure and software, all of which are expressly disclaimed and denied. Specifically, there is no assurance that the Platform, including its components, integrations, underlying infrastructure and software, will function as expected, have any specific functionality, be secure or accessible at any time or location, operate continuously, or be free of defects or errors, nor that any issues will be resolved.

#### **b. No Advice**

No part of these Terms, the Platform, and the Materials, is intended to be, or should be considered, or construed as a business, legal, financial, virtual asset, investment, trading, or any other sort of advice, or advice of an advisor or broker regarding any matters to which all or any part of such information relates. Before making any decision, you should consult your own legal, financial, tax, or other professional advisors regarding any such information.

### **c. No Custody**

We do not provide nor intend to provide any custodial or similar services, custodial solutions or software, do not act as your agent or representative, and do not control, manage, or custody your Wallet connected to the Platform or any of your Virtual Assets.

### **d. No Offer or Solicitation**

No part of these Terms, Communication Channels, Materials, or the Platform constitutes (i) a prospectus, (ii) offer document, or (iii) an offer, recommendation, or solicitation to buy, sell, or hold investment instruments, securities, stocks, or Virtual Assets, in any jurisdiction.

### **e. No Regulated Services**

Nothing in these Terms, Communication Channels, Materials, or within the Platform shall be interpreted or considered as the provision of financial, virtual asset, legal, investment, tax, brokerage, financial advisory, fund management, or any related intermediation services. You are solely responsible for ensuring that your use of the Platform and any transactions with the Virtual Assets comply with the applicable laws, regulatory and other requirements.

### **f. No Benefits**

Using the Platform does not presume any benefits, financial returns, gains, or positive outcomes. Any expectations of financial gain or other benefits are entirely your responsibility, and we are not liable for any losses or damages resulting from such expectations.

### **g. No Fiduciary Relationship**

To the fullest extent permitted by applicable law, we owe no fiduciary duties to you under these Terms. However, we must act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing, as required by law.

### **h. No Partnership or Agency**

These Terms do not create any agency relations, partnership, joint venture, or co-operative entity. We and you have no authority to bind each other or make public statements on each other's behalf.

### **i. Third-Party Services**

When using the Platform, you may encounter and interact with the Third-Party Services. We do not provide any warranties, express or implied, regarding them and do not endorse, recommend, or solicit their use or any interaction with them. Your use of Third-Party Services, as well as any interactions with third parties linked to or from the Platform, are entirely at your own risk.

### **j. Void Transactions**

Any Virtual Assets misappropriated or obtained through violations of these Terms or the intended functionality of the Platform, Third-Party Services, or related software, including interference with Onchain Infrastructure operations or attacks, are strictly prohibited. Any related transactions will be deemed null and void from the outset (ab initio), and the involved Virtual Assets may be subject to forfeiture under applicable law.

#### **k. Platform Services**

There is no assurance that the Platform services and any related information will be up-to-date, true, accurate, complete, timely or non-misleading, and you expressly acknowledge and agree that we will be under no obligation to update or fix them. You shall solely evaluate all information provided by us or on our behalf. The Platform services and any related information may be updated from time to time with or without notice depending on various circumstances, including market conditions, applicable regulation, and governments' actions.

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

#### **a. Damages**

Except as excluded herein and subject to the liability cap outlined below, we are liable only for damages that directly arise from breach of our obligations under these Terms or applicable law. Additionally, to the fullest extent permitted by the applicable law, the Stroom Parties shall not be liable for any consequential, incidental, indirect, or punitive damages, including loss of profits, business opportunities, data, goodwill, diminution of value, or business interruptions, regardless of their legal basis.

#### **b. No Personal Liability**

To the fullest extent permitted by law, in no event shall our or Affiliates' officers, directors, employees, consultants, and shareholders be held personally liable in connection with these Terms and any transaction contemplated hereunder, provided that the foregoing shall not limit our liability as an entity.

#### **c. Liability Cap**

To the fullest extent permitted by law, the total liability of the Stroom Parties arising from these Terms, whether in contract, tort, breach of duty, or otherwise, including attorney's fees, will not exceed one hundred (100) U.S. dollars or equivalent.

#### **d. No Liability**

To the fullest extent permitted by law, the Stroom Parties shall not be liable for any losses or damages, regardless of their legal basis (breach of warranty, contract, negligence, strict liability, or tort), even if advised of the possibility of such losses, arising from or caused by: (i) any acts, activities or omissions of the Third-Party Services, users of the Third-Party Services, Platform users, or any other third parties that are outside of our direct control; (ii) the Onchain Infrastructure, Vaults, and Virtual Assets, as well as any failure thereof to perform as represented or expected; (iii) your breach of these Terms or the applicable law; and (iv) the Force Majeure Circumstances.

#### **e. Exclusions**

Nothing in these Terms limits liability for gross negligence, fraud, fraudulent misrepresentation, death or personal injury resulting from negligence, or any other liability that cannot be legally limited.

## **14. Indemnification**

To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless the Stroom Parties from any claims, demands, actions, damages, losses, costs, and expenses (including reasonable legal fees) arising from: (i) your violation of these Terms or applicable laws, including providing false representations or warranties; (ii) your use of the Platform; (iii) your acquisition, use, or disposal of Virtual Assets; (iv) your interaction with or use of any Third-Party Service; and (v) your tax obligations related to the transactions made through or in relation to the Platform. We reserve the right to control the defence of any indemnified claim, at your cost. This indemnity is in addition to any other legal remedies available to us.

## **15. Applicable Law and Dispute Resolution**

### **a. Applicable Law**

These Terms, as well as any relationship relating to the Platform, are governed by the laws of the Cayman Islands, excluding any conflict of law rules.

### **b. Negotiations**

You must first contact us to try to resolve any dispute related to these Terms or the Platform informally by sending a notice via email at [info@stroom.network](mailto:info@stroom.network). If no agreement is reached within thirty (30) days, the dispute may be submitted to court as outlined below.

### **c. Arbitration**

If, and only if, a dispute cannot be resolved through the negotiations outlined in the preceding clause, then such dispute shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration (LCIA) Rules, which are deemed to be incorporated by reference herein. The arbitration will take place in London, UK, with a single arbitrator, and the proceedings will be conducted in English. All notices, requests, demands, and communications related to the arbitration must be sent electronically, either via email or through an electronic filing system operated by the London Court of International Arbitration. Electronic communications will be considered received on the day they are transmitted, based on the recipient's time zone.

### **d. Waiver of Courts and Jury Trial**

You and we hereby waive your and our respective rights to have any dispute resolved in a court, and to a jury trial.

### **e. Dispute Resolution**

Notwithstanding the foregoing, if, and only if, for any reason arbitration under the LCIA Rules, as outlined in the preceding clause, cannot be applied or enforced, then you and we agree to submit such a dispute to the exclusive jurisdiction of the Cayman Islands courts in respect of any claim or matter arising from these Terms and to comply with all requirements necessary to give such court jurisdiction.

## **f. Confidentiality**

To the fullest extent permitted under applicable law, each party involved must maintain the confidentiality of any arbitration, litigation and negotiation proceedings, judgments and awards, including, but not limited to, all information gathered, prepared, and presented for purposes of the litigation or related to the disputes.

## **g. No Class Actions**

To the extent permissible by applicable law, any dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual litigation, not as part of a class, collective, representative, or private attorney general action or proceeding. You further agree to waive any right for such disputes to be brought or heard as a class, collective, representative, or private attorney general action or proceeding, to the extent permissible by applicable law. Combining or consolidating individual claims or litigations into a single litigation is not permitted without our prior consent.

## **h. Statutes of Limitation**

To the extent permitted by law, any claim related to these Terms and the Platform must be filed within one year of the event giving rise to the claim. Claims not filed within this period will be permanently barred, meaning neither you nor we can pursue such claims.

# **16. Miscellaneous**

## **a. Languages**

The Platform, Communication Channels, and Materials may be available in multiple languages for user convenience. Translations into other languages may be generated manually or using automated translation tools. We do not warrant the accuracy, completeness, or contextual reliability of any translated content. In the event of any inconsistency or discrepancy between different language versions of the Platform, Communication Channels, or Materials, the English version shall prevail. We assume no liability for any misunderstandings, misinterpretations, or decisions made based on translated content. Additionally, where translations from non-English sources are provided, such translations may have been produced using automated tools, and we assume no liability for errors, omissions, or misinterpretations arising therefrom. Only the English version of these Terms, the Platform, Materials, Communication Channels, and Communications is considered official. The English version shall prevail in case of differences in translation of these Terms, the Platform, Materials, Communication Channels, or Communications.

## **b. Entire Agreement**

These Terms and any incorporated documents constitute the entire agreement between you and us, superseding all prior and contemporaneous understandings, writings, or promises related to the subject matter of these Terms. You acknowledge and confirm that you will not rely on and have no remedies in respect of any warranty, statement, promise, assurance, or statement (whether made innocently or negligently) that is not set out in these Terms. In case of conflict between these Terms and any other agreement entered between you and us governing the same subject matter, unless otherwise explicitly stated in such other agreement, these Terms shall prevail.

## **c. Communications**

We will send you Communications concerning these Terms and the Platform electronically, including through social media channels of our choosing. All such Communications will be deemed valid, in writing, and legally binding, and will be considered delivered to you on the day after they are published or transmitted. You can send us Communications to our contact email address [info@stroom.network](mailto:info@stroom.network).

#### d. Third-Party Beneficiaries

These Terms will benefit the Stroom Parties, and any of them may rely on and enforce the provisions of these Terms as if they were a party to these Terms. Except in relation to the Stroom Parties, no person who is not a party to these Terms shall have any right to enforce any of its provisions or rely on any term hereof. Notwithstanding the foregoing, any modification, assignment, novation, or other amendment to these Terms may be made without the consent, approval, or notice to any third party, including any Stroom Parties.

#### e. No Waiver

Our failure or delay in exercising any right or remedy under these Terms or applicable law does not constitute a waiver of that or any other right or remedy. It also does not preclude or limit the further exercise of that or any other right or remedy. Similarly, any single or partial exercise of a right or remedy does not preclude or limit its further exercise or the exercise of any other right or remedy.

#### f. Assignability

You may not assign or transfer any rights or obligations under these Terms without our prior written consent. We may transfer or assign these Terms and our rights and obligations hereunder at any time without your consent.

#### g. Validity and Enforceability

The invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

#### h. Survival

Provisions hereof construed to survive the termination of these Terms shall survive any expiration or termination of these Terms, regardless of reason.

## 17. Interpretation

#### a. Definitions

In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

**“Affiliate”** means a person controlling, controlled by, or under the same control as us.

**“Bitcoin”** means the decentralised digital asset that operates on the Bitcoin mainnet blockchain protocol, commonly identified by the ticker symbol “BTC”.

**“Communication Channels”** means the Platform and other social media accounts and communication channels belonging to us or Affiliates, as may be linked to in the Platform from time to time.

**“Communications”** means any communications, notices, and disclosures related to these Terms.

**“Conditions”** means certain terms, conditions, participation requirements and criteria applicable to the respective Event.

**“Consumer”** means a consumer, as defined under the applicable law. In case of doubt or ambiguity, a consumer means an individual acting for purposes that are wholly or mainly outside their trade, business, craft, or profession.

**“Events”** means certain programs, campaigns, quests, tasks, or other events introduced by us.

**“Force Majeure Circumstances”** means any events beyond our control that interfere with the performance of these Terms, including, without limitation, (i) fire, flood, hostility, pandemic, act of God, explosion, strike; (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions, interventions, and operations; (iii) epidemic, pandemic, insurrection, labour dispute, accident; (iv) sanctions, government actions, embargoes; (v) injunctions, cease and desist orders, restraining or similar orders of, or prohibitions established by a court, governmental or other authorities; (vi) weaknesses, vulnerabilities and bugs in the software, blockchain networks, Onchain Infrastructure, Wallets, other technologies integrated or used in connection with the Platform; (vii) actions, failures to act or inactions of Third-Party Service providers or other third parties, including fraud, loss or theft of funds by such third parties; (viii) system interference or destruction by any malicious programs; and (ix) power failure, equipment or software malfunction or error.

**“FOSS Licence”** means a free and open-source software licence that allows for editing, modifying, or reusing software’s source code, such as, for example, GPL, Apache and MIT licences.

**“Intellectual Property”** means any copyrighted content, databases protected under ‘sui generis’ rights, names of services and products, logotypes, trademarks and other marks, trade secrets, inventions, designs, drawings, pictures, animations, works of authorship, etc., which may be demonstrated within the Platform.

**“Licence”** means a limited, non-exclusive, non-transferable, non-sublicensable, revocable, personal, and temporary right to access and use the Platform for its intended purposes and in accordance with these Terms, for the duration of these Terms.

**“Lightning Network”** means a decentralised, second-layer protocol built on top of the Bitcoin blockchain that enables off-chain transactions through the use of bi-directional payment channels, as described at <https://lightning.network>.

**“Materials”** means any information, statements, announcements, data, content, and other materials provided via the Platform, Communication Channels, or otherwise communicated by us or on our behalf in relation to the Platform or other services and products provided or offered by us.

**“Node”** means a software implementation that enables a person to interact with the Lightning Network by opening, maintaining, and closing off-chain payment channels, transmitting or routing Bitcoin payments through such channels, and securely managing cryptographic operations associated with such transactions.

**“Onchain Infrastructure”** means any combination of Nodes, Smart-Contracts, and related technical components deployed on a blockchain or distributed ledger network that interacts with the Platform.

**“Platform”** means the Stroom platform available at <https://stroom.network>, and any associated software, subdomains, application programming interface (API) and services provided in relation thereto, explicitly excluding the Onchain Infrastructure.

**“Prohibited Jurisdiction”** means any of the following jurisdictions: Afghanistan, Bolivarian Republic of Venezuela, Burundi, Democratic People’s Republic of North Korea, Democratic Republic of Congo, Donetsk People’s Republic, Luhansk People’s Republic, Sevastopol and the Crimea regions of Ukraine, Iraq, Islamic Republic of Iran, Lebanon, Libya, Mali, Myanmar, Republic of Belarus, Republic of Cuba, Russian Federation, Somalia, South Sudan, Sudan, Syrian Arab Republic, United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), Yemen, Zimbabwe, and any other country or territory which is subject to a country-wide or territory-wide sanction imposed by the United States, the United Kingdom, the European Union or any of its member states, or the United Nations.

**“Prohibited Person”** means any citizen or resident of, or a person subject to any Prohibited Jurisdiction, or any sanctions administered or enforced by the government of the BVI, UK, USA, EU, or an EU member state.

**“Reward”** means a certain point, benefit, Virtual Assets, airdrops, or other remuneration allocated and distributed among the users, participating in the respective Events.

**“Risk Disclosure Statement”** means the Risk Disclosure Statement attached hereto as Exhibit 1, constituting an integral part of these Terms.

**“Slashing Penalty”** means any penalty, deduction, or forfeiture imposed by the Lightning Network as a result of unavailability, delayed or incorrect routing, validation, double-signing, or other forms of negligent, malicious, or non-compliant behaviour in the operation of the Node.

**“Smart-Contracts”** means self-executing code deployed on a blockchain or distributed ledger network that automatically enforces, executes, or facilitates specific predefined actions or conditions without the need for human intervention.

**“Staking”** means staking (i.e., locking) Bitcoin into dedicated Nodes through the Platform.

**“Stroom Parties”** means us, Affiliates, and their respective shareholders, directors, officers, members, employees, agents, advisors, contractors, successors, and assignees.

**“strBTC”** means a transferable ERC-20 digital cryptographic blockchain token issued in exchange for Staking BTC to the Node.

**“Swap”** means the exchange of one Virtual Asset for another Virtual Asset using the respective Smart-Contracts.

**“Taxes”** means any income, earnings, capital gains, sales, use, value-added, withholding, export and import and similar taxes, customs duties, charges or payments.

**“Terms”** means these Stroom Terms of Service, together with all agreements and documents incorporated herein by reference, as may be amended from time to time.

**“Testnet”** means, as may be updated from time to time, a blockchain test network named ‘Stroom Testnet’, designed to simulate the functionalities of its Bitcoin Liquid Staking protocol, as further described in the Materials.

**“Third-Party Costs”** means any costs, fees, or expenses that are charged by third parties or third-party technologies, including, for example, blockchain gas costs, network fees, Slashing

Penalties, Smart-Contract fees, as well as other commissions and fees related to or charged by the Third-Party Services.

**“Third-Party Services”** means any project, product, service, software, technology, or infrastructure that is not developed, provided, or operated by us. This includes Onchain Infrastructure, Wallets, Vaults, Virtual Assets, Lightning Network, blockchain networks, blockchain protocols, decentralised applications, and other external systems.

**“User Instruction”** means any instruction, request, or order you submit via the Platform, including those related to initiating and executing transactions.

**“Vault”** means a Smart-Contract or a set of interconnected Smart-Contracts which enables initiation and execution of specific blockchain transactions involving certain Virtual Assets.

**“Virtual Assets”** means digital cryptographic tokens deployed (implemented) on a public blockchain network, such as, for example, Bitcoin (BTC), Wrapped Bitcoin (WBTC), strBTC, and so forth.

**“Wallet”** means a pair of public and private cryptographic keys which can be used to track ownership of, receive, manage, and spend Virtual Assets on a blockchain network, and which typically has a unique public blockchain address associated with it.

**“we”, “us”, “our”** means Current Limited, the company operating the Platform.

**“you”, “your”** means a person who accepts these Terms. If you are acting on behalf of an entity, **“you”** and **“your”** also refer to both you as an individual using the Platform and the entity you represent.

## b. Rules of Interpretation

Unless the context requires otherwise, references to one gender include all genders; singular includes plural and *vice versa*; terms like “including”, “in particular”, or “for example” are illustrative and shall not limit the sense of the following words; Section headings do not affect interpretation hereof; these Terms will not be construed to our disadvantage for preparing them.

# **Exhibit 1**

## **Risk Disclosure Statement**

### **1. General Blockchain Risks**

#### **a. Irreversibility**

Blockchain transactions, carried out through the Platform or otherwise, take place on the underlying blockchain network, and are often irreversible and immediate. We do not guarantee that any transaction you initiate will be executed with the gas fees you expect, completed, processed on time, or processed at all. You must independently assess risks and make informed decisions before carrying out any transactions.

#### **b. Autonomy of Infrastructure**

As a general rule, the Onchain Infrastructure operates autonomously and is typically beyond anyone's control. Any malfunction, breakdown, or abandonment of the underlying blockchain could significantly impact the Platform, Virtual Assets or any transactions involving them.

#### **c. Privacy and Data Risks**

Blockchain data is publicly accessible and traceable by third parties, meaning transactions in Virtual Assets may expose certain information about you, though it is unlikely to directly reveal your identity. However, when combined with other personal information, it may allow third parties to infer your financial standing. Once recorded, blockchain data cannot be altered or deleted, making the decision to transact entirely your responsibility.

#### **d. Risk Associated with Hard Fork**

A hard fork in the underlying blockchain network of the Onchain Infrastructure, its components or any Virtual Assets, could require major changes. These changes might make the Onchain Infrastructure incompatible, dysfunctional, impractical, or more expensive to use. This could disrupt the execution and interaction of the Onchain Infrastructure critical to the Platform. Adapting to a hard fork or changes in consensus rules may require significant time and resources, which might not be available or cost-effective. Consequently, the continued operation of the Platform cannot be guaranteed.

#### **e. Risk Associated with Cryptography Development**

Advances in cryptography and technology, particularly quantum computing, could threaten blockchain systems by weakening or breaking the cryptographic consensus mechanisms that underpin them. As quantum computing evolves, algorithms once considered secure may become obsolete, leaving systems that rely on traditional cryptographic methods vulnerable. This could allow intruders to bypass existing security measures, compromise data integrity, as well as disrupt consensus mechanisms on blockchain networks.

#### **f. Bridge and Cross-Chain Risks**

If you use bridges or cross-chain protocols to interact with Virtual Assets across different blockchain networks, you understand these mechanisms are highly susceptible to exploits and bugs. We do not control or audit such Third-Party Services and systems, and you bear full responsibility for any loss arising therefrom.

#### **g. Gas Fee Volatility**

Gas fees necessary for executing transactions on blockchain networks are variable and may rise sharply during periods of high demand or congestion. There is no guarantee that transactions will be executed even if submitted, and failed transactions may still incur gas costs.

#### **h. Slippage and Execution Risks**

Due to the nature of decentralised order matching and liquidity provisioning, transactions may experience slippage, price impact, or delayed execution. You may receive less favourable rates or outcomes than anticipated.

## **2. Financial and Market Risks**

#### **a. Risk of Loss**

Transacting with Virtual Assets involves the risk of monetary or other losses. These risks can arise from various factors, including market volatility, vulnerabilities in Onchain Infrastructure, cybersecurity threats such as hacking or phishing attacks, technical failures, regulatory changes, etc. Unforeseen events, including economic downturns, changes in market sentiment, etc, could also have a material adverse effect on your assets.

#### **b. Virtual Assets' Value Risks**

There are no representations or warranties, express or implied, regarding the Virtual Assets, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed. You acknowledge and agree that Virtual Assets may not: (i) meet your expectations or function as intended, (ii) possess the intended functionality, (iii) have a market, or (iv) have any specific price or hold any particular value, or have any value at all. Receiving, storing, using, or disposing of Virtual Assets is entirely at your own risk.

#### **c. Volatility Risks**

Purchasing, using, or holding Virtual Assets involves significant risks. The crypto market is highly volatile, and prices can change drastically in short periods, potentially leading to substantial or total loss of your funds. Due to the nature and operation of the Onchain Infrastructure, the total amount of Virtual Assets in circulation could increase through, inter alia, the adoption of a new patch, upgrade of the source code, or additional mint. You bear a sole responsibility for any damages or losses that you may incur as a result of or in connection with the change in the composition, supply, value or price of any Virtual Assets. Only allocate funds to Virtual Assets that you can afford to lose.

#### **d. Liquidity and Market Risks**

There is no assurance that an active market will exist now or in the future for buying or selling Virtual Assets. Their price and liquidity cannot be assured, and it is possible that there may be no market or liquidity for Virtual Assets at all. In some cases, they may become useless or abandoned entirely.

### **3. Risks Associated with the Platform**

#### **a. Decentralised Governance and Protocol Risks**

The Platform may be subject to decentralised governance decisions or depend on third-party Smart-Contracts and protocols, which may implement changes, upgrades, or alterations to logic, fee structures, or transaction rules without prior notice. These changes may impact your use or ability to use the Platform or interact with your Virtual Assets.

#### **b. Oracle Risks**

Certain Platform components may rely on external oracles for data feeds (e.g., price or time information). Oracles can be manipulated, malfunction, or fail to deliver accurate data, potentially resulting in incorrect transaction execution or loss of Virtual Assets.

#### **c. Public Interest Uncertainty**

Public interest in the Platform is not warranted, and low user engagement may negatively impact its development and associated business activities.

#### **d. Risk of Confusing Interface**

The user interface, design of the Platform or associated infrastructure may sometimes cause confusion, leading to unintended actions or transactions, such as selecting the wrong Virtual Asset, transaction type, blockchain network, or account.

#### **e. Risk of Unofficial Projects**

There is always a risk of alternative projects or competing teams, including those creating similar products or cloning the Platform and its components, which could negatively affect the Platform and us. Additionally, you may be targeted by fraudulent activities, including fake websites, emails, text messages, or social media accounts impersonating us or the Platform. They may aim to deceive you, steal your Virtual Assets, or otherwise profit unlawfully. Exercise extreme caution when interacting with websites, emails, text messages, and social media accounts, directing you to sources other than the official Platform-associated websites or applications, or those asking you to connect your Wallet. Always verify the authenticity of any communication claiming to represent us or the Platform.

### **4. Technological Risks**

#### **a. Functionality and Flawed Logic of Software**

The Platform and associated technical infrastructure are provided “as is” and may experience system failures, downtimes, unplanned interruptions in their underlying network or functionality, hardware or software defects, security breaches, or other causes that could adversely affect the Platform, its components or your access to them. We are not obligated to address these issues and do not warrant that any updates will resolve existing bugs or vulnerabilities, or avoid creating new, unanticipated issues.

#### **b. Software Weaknesses, Bugs and Vulnerabilities**

The Onchain Infrastructure, as well as underlying logic of blockchain networks of the Onchain Infrastructure or Virtual Assets, may contain weaknesses, flaws, bugs, vulnerabilities, defects, or impairments. This can cause the software or Onchain Infrastructure to operate incorrectly or not as expected, potentially resulting in transactions being executed contrary to their intended logic or your intents. Such issues can lead to the partial or complete loss of Virtual Assets involved in a transaction or other adverse outcomes.

#### **c. Lack of Remediation**

The Onchain Infrastructure, Platform and their underlying software may have errors or vulnerabilities that are not immediately apparent. Fixing these issues can be difficult and may not always work. Certain Onchain Infrastructure is also immutable, meaning they cannot be changed once deployed. Attempts to fix flaws or vulnerabilities in blockchain software can be complex, risky, expensive, and time-consuming. There is no guarantee that these efforts will prevent negative outcomes, such as the complete or significant loss of your Virtual Assets.

#### **d. Downtime and Maintenance**

The Platform-related services, products, or their components may occasionally become inaccessible or inoperable for various reasons, including maintenance, updates, technical disruptions, or third-party interference. Such occurrences may lead to downtime or a lack of access to them.

#### **e. Delayed Updates**

There is no warranty that the software the Platform relies on will be updated quickly enough to address new threats, vulnerabilities, or required changes, or can be updated at all. Delays in updates can leave you exposed to risks such as errors, failed transactions, inability to execute time-sensitive operations, or the loss of Virtual Assets.

#### **f. Use of Experimental Features or Beta Releases**

Certain features or functionalities may be released on an experimental or beta basis. These may contain bugs, errors, or unexpected behaviours and should be used cautiously. Your use of experimental features is entirely at your own risk.

## **5. Security Risks**

#### **a. Risk of Theft**

The blockchain networks can be attacked which may result in downtime, consensus split, long reorganisation of the chain, 51% attack or other adverse outcomes. There is no warranty that there will be no theft or loss of Virtual Assets due to attacks, hacks, software flaws, or blockchain vulnerabilities, which could result in partial or complete loss of the Virtual Assets. Even when using our official resources, remain vigilant for pop-ups or unusual program behaviour, as these could result from hacks or malicious code.

#### **b. Exploitation of Vulnerabilities**

Bugs, flaws in logic, and other vulnerabilities are not part of the intended operation of the Onchain Infrastructure, Platform and their underlying software or infrastructure. However, intruders may exploit these weaknesses or flaws, potentially causing financial losses, data breaches, or system

malfunctions. The exploitation of bugs, flaws, or vulnerabilities in the Onchain Infrastructure or associated software is strictly prohibited, regardless of the purpose or circumstances. Such acts, especially those that harm others, may be considered criminal or other offences under applicable laws and could result in severe consequences for those involved.

### **c. Risk Associated with Credentials**

If a third party gains access to your Wallet or associated credentials, they may control and use your Virtual Assets held in such Wallet. To reduce this risk, secure your electronic devices or systems (both hardware and software) used in relation to the Wallet, as well as associated credentials against unauthorised access. We encourage you to properly back up all credentials associated with your Wallets used in connection with the Platform.

## **6. Risks Related to Materials**

### **a. Accuracy**

There is no assurance that any Materials will be true, accurate, complete, timely or non-misleading, and you expressly acknowledge and agree that we will be under no obligation to update or fix them. You shall solely evaluate all information provided by us or on our behalf.

### **b. Risk of Impersonation**

Reliance on the Materials, whether in whole or in part, and any use of them, is entirely at your own discretion and risk. Always verify that any information you believe to be from us is posted or communicated by our authorised representatives. Be cautious of impersonation risks, including fake websites, counterfeit tokens resembling legitimate Virtual Assets, and fraudulent social media accounts and communications. Always ensure you are interacting with legitimate and verified sources. Verify information independently before acting.

### **c. Forward-Looking Statements**

The Materials may contain opinions, forecasts, projections, future plans, or other statements about the Platform and our business activities, excluding statements of historical fact. These are considered forward-looking statements based on current expectations and involve risks and uncertainties. There are no warranties that these statements will be accurate, and actual events, results, or outcomes may differ significantly. Do not place undue reliance on such statements. Risks and uncertainties may arise from economic conditions, competition, technical issues, and other factors affecting us, Affiliates, and the Platform.

### **d. Updates**

The Materials may be updated from time to time with or without notice depending on various circumstances, including market conditions, applicable regulation, and governments' actions.

## **7. Third-Party Interaction Risks**

### **a. Counterparty Risks**

You should always be diligent when dealing with third parties regarding Virtual Assets. Such third parties may include, without limitation, exchanges, Wallet operators, etc. Interactions with third parties

carry risks, including fraud, insolvency, contract breaches, or security failures, which could result in the loss of your Virtual Assets.

#### **b. Inaccurate Data**

The Platform may rely on and derive certain information from third-party data sources in an automated manner, such as the Onchain Infrastructure, third-party APIs, etc. This information is not manually verified or checked, and as a result, it may be incorrect, incomplete, outdated, inaccurate, or insufficient. In certain situations, immediate action may be required, and timely analysis of the available data is essential for making informed decisions. However, delays in the delivery of necessary information may occur, posing an inherent risk. The inability to act promptly due to such delays could result in partial or complete loss of Virtual Assets. You should always exercise caution when relying on any third-party data.

#### **c. Delegated Transaction Risk**

If you use services involving delegated transaction execution (e.g., gasless transactions), you acknowledge that the relayer or intermediary may fail to broadcast or manipulate the transaction in ways not intended. You bear the sole risk of loss or manipulation.

## **8. Regulatory and Compliance Risks**

#### **a. Legal Uncertainty**

The Platform may be subject to various laws and regulations, including requirements to obtain licences or other permits as directed by applicable laws. Changes to these laws or evolving interpretations could lead to higher compliance costs or operational challenges, potentially impacting our operation, as well as the platform development and operation. The legal status of Virtual Assets and related transactions is uncertain, and some regions may prohibit owning or transacting with them entirely, which could affect you. The penalties for violating such laws, if any, are unclear. You are responsible for researching and understanding the legal and tax implications of interacting with Virtual Assets in your jurisdiction.

#### **b. Taxation**

Any acquisition, use, holding, or disposal of Virtual Assets, as well as related transactions, may have tax implications as imposed by state or government authorities. Tax laws for Virtual Assets may be unclear or not well-defined in your region. Additionally, these laws and their interpretations can change and may even be applied retroactively. You are solely responsible for understanding and meeting your tax obligations. Failure to properly report, collect, or pay Taxes could result in penalties, fines, or other legal consequences.

## **9. Unanticipated Risks**

In addition to the risks set forth herein, there are unanticipated risks. Further risks may materialise as unanticipated combinations or variations of the discussed risks or the emergence of new risks.