

## Terms of Use Agreement

Last Updated Date: [REDACTED]

Please read this Terms of Use Agreement (the “**Terms of Use**”) carefully. This website and any related websites or subdomains that link to these Terms of Use are operated by Canary Protocol Ltd (“**Canary Protocol**”, “**we**”, “**us**”, or “**our**”), its affiliates or agents (collectively, the “**Website**”) and the information on the Website are owned and controlled by Canary Protocol. The Terms of Use govern the use of the Website and apply to all users (“**Users**”) visiting the Website or using the services, software, technology or other resources available through or enabled via the Website in any way (each including the Website, a “**Service**” and, collectively, the “**Services**”).

[The Services include:

- an interface that enables Users of our Website to interact with the Canary Protocol staking protocol (the “**Protocol**”). The Protocol is a decentralized system of software-based smart contracts which enables Users to deposit and pool crypto assets (“**User Assets**”) in one or more smart contract-enabled vaults (each, a “**Vault**”), which may be staked or deployed on third-party distributed ledgers compatible with the Services (each a “**Supported Blockchain**”) according to the rules, functions and parameters of the relevant Vault (the “**Vault Rules**”) and the technological and contractual parameters of the relevant Supported Blockchain (the “**Supported Blockchain Rules**”); and
- the Developer Tools (defined below) that allow Users to interact with the Protocol and build decentralized applications (“**Dapps**”) on or interoperable with the Protocol.

For the avoidance of doubt, the Protocol is an independent, separate, decentralized, software-based protocol, released under an open-source license, and not a Service provided by Canary Protocol.] Canary Protocol has no obligation to monitor or control any use of the Protocol by you or any third party. Canary Protocol makes no representations or warranties about the functionality of the Protocol. All interactions on the Protocol are undertaken at your own risk, and Canary Protocol is not and shall not be liable to you or to any third party for any loss or damage arising from or connected to your or any third party’s use of the Protocol. Notwithstanding anything to the contrary set forth herein, the terms of Sections 10 through 12 of these Terms of Use apply, mutatis mutandis, to any claims arising out of your interaction with or inability to interact with the Protocol. THE PROTOCOL IS MADE AVAILABLE ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS, AND YOU ACCESS, INTERACT WITH AND/OR BUILD ON THE PROTOCOL AT YOUR OWN RISK.

BY USING ANY SERVICES AND/OR BROWSING THE WEBSITE, COMPLETING THE REGISTRATION PROCESS AND CREATING AN ACCOUNT (AS DEFINED BELOW) AND/OR CLICKING ON THE “I ACCEPT” (OR SIMILAR) BUTTON WHEN COMPLETING THE REGISTRATION PROCESS YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (AS DEFINED BELOW), (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH CANARY PROTOCOL, (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY (WHETHER OR NOT SUCH ENTITY IS REGISTERED OR INCORPORATED UNDER THE LAWS OF ANY JURISDICTION) YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE; AND (4) YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES COMPLIES WITH THE LAWS OF YOUR JURISDICTION. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR

ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER [WHEN YOU REGISTERED ON THE WEBSITE]. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.

CANARY PROTOCOL IS NOT AN EXCHANGE, TRUST COMPANY, LICENSED BROKER, DEALER, BROKER-DEALER, INVESTMENT ADVISOR, INVESTMENT MANAGER, OR ADVISER. NEITHER CANARY PROTOCOL NOR OUR SERVICES GIVE, OFFER, OR RENDER INVESTMENT, TAX, OR LEGAL ADVICE. BEFORE MAKING FINANCIAL OR INVESTMENT DECISIONS, WE RECOMMEND THAT YOU CONTACT AN INVESTMENT ADVISOR, OR TAX OR LEGAL PROFESSIONAL. YOU ACKNOWLEDGE THAT ANY CRYPTOCURRENCY OR OTHER DIGITAL ASSETS USED IN CONNECTION WITH THE SERVICES ARE NOT PROTECTED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) IN THE UNITED KINGDOM, THE FEDERAL DEPOSIT INSURANCE CORPORATION OR THE SECURITIES INVESTOR PROTECTION CORPORATION IN THE UNITED STATES OR ANY OTHER EQUIVALENT SCHEME WHETHER IN THE UNITED KINGDOM, THE UNITED STATES OR IN ANY OTHER JURISDICTION.

PLEASE BE AWARE THAT SECTION 4.4 (CANARY PROTOCOL COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

#### **Specific notes to our UK Consumer Users**

If you are a consumer ordinarily resident in the United Kingdom (“UK”) (i.e., you are not an organisation or acting on behalf of an organisation, or an individual acting wholly or mainly within your trade, business, craft or profession), these Terms of Use apply to you as amended by the terms contained in Section 17.

#### **Supplemental Terms**

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If these Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. These Terms of Use and any applicable Supplemental Terms are referred to herein as this “**Agreement.**”

#### **Our right to make changes to this Agreement**

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY CANARY PROTOCOL IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Canary Protocol will make a new copy of these Terms of Use available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website or otherwise available at the Website. We will also update the “Last Updated” date at the top of the Terms of Use or Supplemental Terms (as applicable). If we make any material changes, we may notify you by email or by notification through the Services (if you are a Registered User), or through our social media channels. Any changes to this Agreement will be effective immediately for new users of the Website and/or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Users [that have registered on the Website] (“**Registered Users**”). Canary Protocol may require you to provide consent to the updated Agreement in a specified manner before further use of the Website, and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you

shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

**1. DESCRIPTION OF THE SERVICES.** The Services include the Platform, the Developer Tools and the Services enabled thereby, as further defined and described below. There are important risks and limitations associated with the use of the Services as described below and elsewhere in these Terms of Use. Please read them carefully.

**1.1 The Platform.** Canary Protocol's Services include access to its "**Platform**," which is a proprietary online platform enabled through the Website and supported documentation made available therewith, that may allow Users to use an interface to interact with the Protocol as well as Third-Party Services. Users may use the Platform to (i) visualize any User Assets that are associated with certain supported third-party software-based digital wallets (each a "**Digital Wallet**", as further described below); and (ii) draft or generate transaction messages that enable Users to, through their Digital Wallet, deposit and pool User Assets in one or more Vault(s). User Assets deposited in a Vault may be staked or deployed on a Supported Blockchain in accordance with the applicable Vault Rules and Blockchain Rules. These visualizations may include graphs, projections, and other information about your User Assets (collectively, "**User Asset Information**"). Information that may be provided to you by the Platform about your allocation of your User Assets, any Tokens (defined below), Points (defined below) or Rewards (defined below) earned in connection therewith are all considered User Asset Information. For the avoidance of doubt, Canary Protocol does not own or control any Supported Blockchain. All use of the Protocol or any Supported Blockchain is at your own risk.

**1.2 Connecting a Digital Wallet.** In order to access and use certain Services, you may need to connect a Digital Wallet to the Platform. When you connect a Digital Wallet, you represent and warrant that you own or have the authority to connect such Digital Wallet.

**1.3 Your User Assets.** When you use the Services in connection with any User Assets, you represent and warrant that (i) you own or have the authority to connect to the Digital Wallet from the third-party source of funds that you use to fund such Digital Wallet; (ii) you own or have the authority to deploy any User Assets you use through the Services; (iii) all User Assets you deploy or otherwise make available in connection with the Services have been earned, received, or otherwise acquired by you in compliance with all applicable laws; and (iv) no User Assets that you deploy or otherwise make available in connection with the Services have been "tumbled" or otherwise undergone any process designed to hide, mask, or obscure the origin or ownership of such User Assets.

**1.4 Tokens.** When you use the Services to deposit User Assets in a Vault on the Protocol, nonfungible tokens denominating and exchangeable for such deployed User Assets ("**Tokens**") will be sent to the Digital Wallet that deployed such User Assets. Tokens are redeemable through the Protocol (as accessed through the Platform or otherwise) for the then-current value of the applicable staked User Assets, as described in more detail on the Website and as may be subject to change from time to time. As used in this Agreement, once received by your Digital Wallet, Tokens constitute your User Assets, and all disclaimers applicable to User Assets set forth herein apply with full force and effect to such Tokens. **[TOKENS ARE NOT TRANSFERABLE.]**

**1.5 Depositing and Withdrawing User Assets.** When you deposit User Assets in a Vault using the Services, such User Assets may be batched with the digital assets of other Users prior to being staked or deployed on the relevant Supported. When such User Assets are batched, staked or deployed,

and/or when you withdraw any User Assets that have been staked or deployed by redeeming your Tokens through the Platform, there may be a delay between the initiation of the applicable transaction by you and the completion of such transaction. The exact timing and allocation of any such batching and of the deployment and withdrawal of your User Assets is determined in accordance with the applicable Blockchain Rules, Vault Rules and Canary Protocol's then-current policies and procedures, as set forth on the Website. You acknowledge and agree that Canary Protocol shall have no liability to you or any third party with respect to any losses arising from the timing of any deployment or withdrawal of User Assets, including without limitation any delay in staking or unstaking such User Assets. Canary Protocol and the Platform are not agents or intermediaries of the User, do not store or have access to or control over any User Assets, private keys, passwords, accounts or other property of the User, and are not capable of performing transactions or sending transaction messages on behalf of the User. All transactions relating to the Vaults are effected and recorded solely through the interactions of the User with the respective validators, who are not under the control of or affiliated with Canary Protocol or the Platform.

**1.6 Points Program.** Subject to your ongoing compliance with this Agreement and any Points Program Terms (defined below) made available by Canary Protocol from time to time, Canary Protocol may enable [Registered] Users to participate in a limited program that rewards [Registered] Users for interacting with the Services or deploying User Assets in Vaults through the Protocol (the "**Points Program**") by allocating such [Registered] Users with digital assets that bear no cash or monetary value and are made available by Canary Protocol ("**Points**", as further described below). Your participation in the Points Program constitutes your acceptance of the then-current terms and conditions applicable to the Points Program at the time of such participation (the "**Points Program Terms**"), including as set forth below in this Section 1.6, as may be modified or updated by Canary Protocol in its sole discretion. Additional terms applicable to the Points Program, which shall constitute part of the Points Program Terms, may be set forth on the Platform from time to time.

**(a) Eligibility.** To be eligible to participate in the Points Program you must accept the terms of this Agreement and accept the Points Program Terms.

**(b) Points.** Points will be allocated in accordance with the then-current Points Program Terms and any applicable Supplemental Terms. Canary Protocol does not guarantee that you will receive or be eligible to receive any minimum amount of Points by participating in the Points Program. Points have no monetary value, are non-transferable and cannot be redeemed for cash or any other currency. Accumulating Points does not entitle you to any vested rights, and Canary Protocol does not guarantee in any way the continued availability of Points. POINTS HAVE NO CASH VALUE. POINTS ARE NON-TRANSFERABLE. POINTS ARE MADE AVAILABLE "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

**(c) Taxes.** In the event that any applicable authority determines that your receipt of Points is a taxable event, you agree that you, and not Canary Protocol, are solely liable for payment of such taxes, and you agree to indemnify Canary Protocol in connection with same.

**(d) Disclaimers.** Points are provided solely as an optional enhancement to [Registered] Users to incentivize participation in our community. Points do not constitute compensation or any other form of consideration for services. You agree that Points may be cancelled or revoked by Canary Protocol at any time, including if you breach this Agreement, misuse or abuse the Points Program, or commit or participate in any fraudulent activity related to the Points Program, including without limitation execution of or participation in any Sybil attack. CANARY PROTOCOL RESERVES THE RIGHT TO MODIFY OR TERMINATE THE POINTS PROGRAM AT ANY TIME, FOR ANY OR FOR NO REASON,

WITH OR WITHOUT NOTICE TO YOU. In the event of any termination, all Points will expire immediately as of the effective date of termination.

**1.7 Staking Rewards.** In the future, the Services may allow you to receive digital currency asset rewards from the applicable Supported Blockchain(s), including generated yield (such rewards, “**Staking Rewards**”) in accordance with the applicable Blockchain Rules and subject to then-current terms and conditions made available by Canary Protocol (the “**Staking Reward Program**”). If Canary Protocol decides in the future in its absolute discretion to launch a Staking Reward Program, we will provide information about the Staking Reward Program and any applicable terms and conditions on the Website or applicable Service. NO STAKING REWARDS ARE CURRENTLY PROVIDED BY CANARY PROTOCOL. Any Staking Rewards you will receive or not receive will be at the sole discretion of the applicable Supported Blockchain(s) and the Protocol in accordance with the applicable Blockchain Rules, and Canary Protocol will have no obligation to you to facilitate any Staking Rewards payment and no liability to you in connection with any Staking Rewards or your failure to receive the same. Canary Protocol does not guarantee any Staking Rewards or other rewards on or in connection with your User Asset. In addition, you will be solely responsible (and Canary Protocol will have no responsibility) for determining what, if any, taxes apply to any transactions involving your User Assets, including your receipt of any Staking Rewards.

**1.8 Canary Protocol Developer Tools.** Your use of any software and associated documentation that is made available via the Services (“**Developer Tools**”) is governed by the terms of the license agreement that accompanies or is included with the Developer Tools, or by the license agreement expressly stated on the Website page(s) accompanying the Developer Tools. These license terms may be posted with the Developer Tools downloads or at the Website page where the Developer Tools can be accessed. Unless you agree to the terms of such license agreement, you shall not use, download, install, access or otherwise utilize in any way any Developer Tool that is accompanied by or includes a license agreement. At no time will Canary Protocol provide you with any tangible copy of our Developer Tools. Canary Protocol delivers access to the Developer Tools via electronic transfer or download and does not use or deliver any tangible media in connection with the (i) delivery, installation, updating or problem resolution of any Developer Tool (including any new releases); or (ii) delivery, correction or updating of documentation. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Developer Tools is prohibited, including any copying or redistribution of the Developer Tools to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between this Agreement and the license agreement, the license agreement takes precedence in relation to that Developer Tool (except as provided in the following sentence). If the Developer Tools are a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Developer Tools for any commercial or production purposes, and you use such pre-release versions of the applicable Developer Tools at your own risk. If you and Canary Protocol have not entered into a separate license agreement with respect to your use of the Developer Tools or if no license agreement accompanies use of the Developer Tools, use of the Developer Tools will be governed by this Agreement and, subject to your compliance with this Agreement, Canary Protocol grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive, limited license to use, for the term of this Agreement, the Website and the Developer Tools for the sole purpose of enabling you to use the Developer Tools in the manner permitted by this Agreement. You acknowledge and agree that, unless otherwise set forth in a written license agreement, Canary Protocol has no obligation to continue to make the Website and/or any Developer Tools available, and that Canary Protocol in its sole discretion may terminate your license to the Website and/or any Developer Tools at any point. Some Developer

Tools may be offered under an OSS License (defined below). There may be provisions in the OSS License that expressly override this Agreement.

**1.9 Open Source Software.** You acknowledge and agree that the Services may use, incorporate or link to certain software made available under an “open-source” or “free” license (“**OSS**” or “**OSS License**”, as applicable), and that your use of the Services is subject to, and you agree to comply with, any applicable OSS Licenses. Each item of OSS is licensed under the terms of the end-user license that accompanies such OSS. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the OSS.

**1.10 DApps.** The Services may include tools (including Developer Tools) that you may use in connection with creating, converting, building, or deploying (collectively, “**Building**”) DApps to the Protocol. For the avoidance of doubt, you are solely responsible for any Dapps that you Build. This means, without limitation, that you and not we are liable to any end users of your Dapps in connection with their use of same. If you Build a Dapp and make it available to any end user, you agree that such end user’s access to the Dapp will be accompanied by an end user license agreement (“**EULA**”) no less protective of Canary Protocol than the terms set forth hereunder, including without limitation and to the fullest extent permitted by applicable law, as set forth in Sections 9, 10, and 11 hereof. Each EULA will be solely between you and the applicable end user, will conform to all applicable laws, and will disclaim all of Canary Protocol’s liability to end users or any third party in connection with the Protocol and the Services. For the avoidance of doubt, Canary Protocol shall not be responsible for and shall not have any liability whatsoever to you or any third party in connection with, any Dapp, any EULA, or any breach thereof by you or any end user of your Dapps.

**1.11 Supported Blockchains.** Canary Protocol does not own or control any Supported Blockchain. All use of any Supported Blockchain is at your own risk.

**1.12 Compatibility Risk.** The Services may not be compatible with all forms of cryptocurrency, blockchains, and/or types of transactions. Whether or not a Service is then-currently compatible with a Supported Blockchain may change at any time, in Canary Protocol’s sole discretion, with or without notice to you.

**1.13 Taxes.** You are solely responsible (and Canary Protocol has no responsibility) for determining what, if any, taxes apply to any activity related to the Services.

## **2. ELIGIBILITY; USER REPRESENTATIONS AND WARRANTIES.**

**2.1 Eligibility.** Canary Protocol reserves the right, in its sole discretion, to determine the eligibility of users for the Services. We may require you to provide information and/or documentation to verify or confirm your eligibility, including on a periodic or ongoing basis. Unless prohibited by applicable law, Canary Protocol may restrict any individual from accessing the Services at any time.

**2.2 User Representations and Warranties.** You represent and warrant that:

(a) You are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Services under the laws of the United Kingdom, the United States, your place of residence or any other applicable jurisdiction. If you are acting on behalf of a DAO or other entity, whether or not such entity is formally incorporated under the laws of your

jurisdiction, you represent and warrant that you have all right and authority necessary to act on behalf of such entity.

**(b)** None of: (i) you; (ii) any affiliate of any entity on behalf of which you are entering into this Agreement; (iii) any other person having a beneficial interest in any entity on behalf of which you are entering into this Agreement (or in any affiliate thereof); or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual designated under or subject to any economic or trade sanctions or other restrictive measures administered, enacted, or enforced by His Majesty's Treasury of the United Kingdom, the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union or any European Union member state or any other relevant authority, including, without limitation, any country, territory, entity or individual named on the UK Sanctions List; the Consolidated List of Financial Sanctions Targets in the UK; the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the U.S. Office of Foreign Assets Control list; the Denied Parties List, Unverified List and Entity list maintained by the U.S. Commerce Department Bureau of Industry and Security; the List of Statutorily Debarred Parties maintained by the U.S. State Department Directorate of Defense Trade Controls; the EU Consolidated Financial Sanctions List and the Consolidated United Nations Security Council Sanctions List (as such lists are amended, updated, supplemented from time to time); or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. There is no legal proceeding pending that relates to your activities relating to buying, selling, staking, or otherwise using cryptocurrency or any other token- or digital asset-trading or blockchain technology related activities;

**(c)** You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies or token-trading activities, and no investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to cryptocurrency.

**2.3 Digital Wallets.** In connection with certain features of the Services you may need to connect a Digital Wallet to the Services to send User Assets to or from such Digital Wallet. You represent that you are entitled to use such Digital Wallet. Please note that if a Digital Wallet or associated service becomes unavailable then you should not attempt to use such Digital Wallet in connection with the Services, and we disclaim all liability in connection with the foregoing, including without limitation any inability to access any User Assets you have sent to or stored in such Digital Wallet or transferred to a Vault from such Digital Wallet. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR DIGITAL WALLET IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND COMPANY DISCLAIMS ANY LIABILITY FOR INFORMATION THAT MAY BE PROVIDED TO IT OR USER ASSETS THAT MAY BE DEPLOYED TO THE PROTOCOL BY OR THROUGH SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE SETTINGS THAT YOU HAVE SET IN SUCH DIGITAL WALLETS.

**2.4 Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services as applicable. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

### 3. YOUR ASSUMPTION OF RISK.

**3.1 Risk of Financial Loss.** WHEN YOU USE THE SERVICES, YOU UNDERSTAND AND ACKNOWLEDGE THAT CANARY PROTOCOL IS NOT A FINANCIAL OR INVESTMENT ADVISOR AND THAT THE SERVICES ENTAIL A RISK OF LOSS AND MAY NOT MEET YOUR NEEDS. The Services provided by Canary Protocol rely on the Protocol, the applicable Vault Rules, the Supported Blockchains and the applicable Blockchain Rules, which may not be reliable, consistent or dependent in all scenarios. Canary Protocol may not be able to foresee or anticipate technical or other difficulties which may result in data loss or other service interruptions. Canary Protocol encourages you to periodically confirm the valuation of your User Assets and the accuracy of any User Asset Information through independent sources. Canary Protocol does not and cannot make any guarantee that your User Assets will earn any Points (or, if applicable in the future, any Staking Rewards) or that your User Assets will not lose value. The prices of cryptocurrency assets can be extremely volatile. Canary Protocol makes no warranties as to the markets in which your User Assets are staked, transferred, purchased, or traded.

**3.2 Cybersecurity Risks.** You understand that like any other software, the Platform, the Developer Tools, and the Services could be at risk of third-party malware, hacks or cybersecurity breaches. You agree that it is your responsibility to monitor your User Assets regularly and confirm their proper use and deployment consistent with your intentions.

**3.3 Expertise and Experience.** You represent and warrant that you (i) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Digital Wallet and any Supported Blockchains in connection with the Services; (ii) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Digital Wallet and any Supported Blockchains in connection with the Services; (iii) know, understand and accept the risks associated with your Digital Wallet and any Supported Blockchains in connection with the Services; and (iv) accept the risks associated with blockchain technology generally, and are responsible for conducting your own independent analysis of the risks specific to your use of the Services. You further agree that Canary Protocol will have no responsibility or liability for such risks.

**3.4 General Risks of Blockchain Technology.** In order to be successfully completed, any transaction or deployment on a Supported Blockchain must be confirmed by and recorded on the applicable Supported Blockchain. Canary Protocol has no control over any Supported Blockchain, and therefore cannot and does not ensure that any details that you submit or receive via our Services will be validated by or confirmed on the relevant Supported Blockchain, and Canary Protocol does not have the ability to facilitate any cancellation or modification requests. You accept and acknowledge that you take full responsibility for all activities that you effect through your Digital Wallet and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your Digital Wallet, to the maximum extent permitted by law. You further accept and acknowledge that:

(a) There are risks associated with using digital assets, including but not limited to, the risk of hardware, software and Internet connections; the risk of malicious software introduction; the risk that third parties may obtain unauthorized access to information stored within your Digital Wallet; the risks of counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable; and the risk that such digital assets may fluctuate in value. You accept and acknowledge that Canary Protocol will not be responsible



for any communication failures, disruptions, errors, distortions, delays or losses you may experience when using blockchain technology, however caused.

**(b)** The regulatory regimes governing blockchain technologies, cryptocurrencies, and tokens are uncertain, and new regulations or policies, or new or different interpretations of existing regulations, may materially adversely affect the development of the Services and the value of your User Assets.

**(c)** Canary Protocol makes no guarantee as to the functionality of any blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions (including without limitation changes to any Blockchain Rules or Vault Rules) which may impact your use of the Service(s), impact your ability to receive Staking Rewards (if and to the extent Canary Protocol has launched a Staking Reward Program) and/or be unfavorable to your User Assets. You acknowledge and accept that the Blockchain Rules governing the operation of a Supported Blockchain may be subject to sudden changes which may materially alter such Supported Blockchain and affect the function of any Supported Blockchain and/or affect the value and function of any of your User Assets staked on that Supported Blockchain.

**(d)** Canary Protocol makes no guarantee as to the security of any Supported Blockchain or Digital Wallet. Canary Protocol is not liable for any hacks, double spending, or any other attacks on a Supported Blockchain or Digital Wallet.

**(e)** Any Supported Blockchain may slash or otherwise impose penalties on certain validators (including validators to which your User Assets have been deployed) in response to any activity not condoned by such Supported Blockchain, whether in accordance with the applicable Blockchain Rules or otherwise. You acknowledge and agree that Canary Protocol shall have no liability in connection with any such slashing or penalties, including any slashing or penalties that result in a loss or depreciation of value of your User Assets.

**(f)** The Supported Blockchains are controlled by third parties, and Canary Protocol is not responsible for their performance nor any risks associated with the use thereof. The Services rely on, and Canary Protocol makes no guarantee or warranties as to the functionality of or access to, any Supported Blockchain, Digital Wallet or Third-Party Service.

**(g)** You control your Digital Wallet, and Canary Protocol is not responsible for its performance, nor any risks associated with the use thereof.

#### **4. USE OF THE SERVICES.**

**4.1 License to the Services.** Subject to this Agreement, Canary Protocol grants you a limited license to access and use the Services solely as described hereunder. Unless otherwise specified by Canary Protocol in a separate license, your right to use any and all Services is subject to this Agreement. You acknowledge and agree that nothing set forth herein shall be construed as a sale of any ownership interest in or to the Services or any intellectual property rights associated therewith.

**4.2 Updates.** You understand that Services are evolving. You acknowledge and agree that Canary Protocol may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use Services.

**4.3 Certain Restrictions.** The Services are intended for your internal use only. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Website, or any Developer Tools, whether in whole or in part, or any content displayed on the Website or any Developer Tools; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Canary Protocol; (c) you shall not use any metatags or other “hidden text” using Canary Protocol’s name or trademarks; (d) you shall not access the Website or any Developer Tools in order to build a similar or competitive website, product or service; (e) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or any Developer Tools except to the extent the foregoing restrictions are expressly prohibited by applicable law; (f) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to this Agreement. Canary Protocol, its suppliers and service providers reserve all rights not granted in this Agreement. Any unauthorized use of the Services may terminate the licenses granted by Canary Protocol pursuant to this Agreement.

**4.4 Canary Protocol Communications.** By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to operational communications concerning your use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning Canary Protocol and industry developments.

**1.1 Responsibility for Content.** You acknowledge that all data, information, and other content (“**Content**”) is the sole responsibility of the party from whom such Content originated. This means that you, and not Canary Protocol, are entirely responsible for all Content that you (or any end users of Dapps created by you) upload, post, e-mail, transmit or otherwise make available through or in connection with any Services (“**Your Content**”) and that other users of the Services, and not Canary Protocol, are similarly responsible for all Content that they make available through the Services (“**User Content**”). Unless expressly agreed to by Canary Protocol in writing elsewhere, Canary Protocol has no obligation to store any of Your Content. Canary Protocol has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit, or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services.

## **2. OWNERSHIP.**

**2.1 Services.** Except with respect to Your Content, you agree that as between you and Canary Protocol, Canary Protocol and its suppliers own all rights, title and interest in the Services, including but not limited to, any software, computer code, algorithms, technology, themes, objects,

concepts, artwork, animations, sounds, methods of operation, and documentation, as well as all intellectual and proprietary rights related thereto. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services.

**2.2 Trademarks.** Canary Protocol's stylized name and all related graphics, logos, service marks and trade names used on or in connection with any Services, or in connection with the Services, are the trademarks of Canary Protocol and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

**2.3 Your Content.** You grant Canary Protocol a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of: (i) operating and providing the Services to you; (ii) improving the Services; and (iii) developing new products and services; and you represent that you own or otherwise have all rights in and to Your Content necessary to grant the foregoing licenses. You agree that you, not Canary Protocol, are responsible for all of Your Content that you make available on or in Services.

**2.4 Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Canary Protocol through its suggestion, feedback, wiki, discord, forum, or other pages or means ("**Feedback**") is at your own risk and that Canary Protocol has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Canary Protocol a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Services and/or Canary Protocol's business.

**3. USER CONDUCT.** You agree that you are solely responsible for your conduct in connection with the Services. You agree that you will abide by this Agreement and will not (and will not attempt to): (a) provide false or misleading information to Canary Protocol; (b) use or attempt to use another User's Digital Wallet; (c) pose as another person or entity; (d) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner, including without limitation executing or participating in any DDOS or Sybil attack; (e) develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services; (f) bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services; (g) attempt to circumvent any content-filtering techniques we employ; (h) collect or harvest data from our Services that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities; (i) use data collected from our Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing); (j) bypass or ignore instructions that control all automated access to the Services; (k) use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement; (l) carry out any illegal

activities in connection with or in any way related to your access to and use of the Services, including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the Services; (m) engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering,” fraudulent, deceptive, or manipulative trading activities, including (i) trading User Assets at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such User Asset, unduly or improperly influencing the market price for such User Asset on the Services or any Supported Blockchain or establishing a price that does not reflect the true state of the market in such User Asset; (ii) for the purpose of creating or inducing a false or misleading appearance of activity in a User Asset or creating or inducing a false or misleading appearance with respect to the market in a User Asset (Y) executing or causing the execution of any transaction in a User Asset that involves no material change in the beneficial ownership thereof; or (Z) entering any order for the purchase or sale of a User Asset with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such User Asset, has been or will be entered by or for the same or different parties; or (iii) participating in, facilitating, assisting, or knowingly transacting with any pool, syndicate, or joint account organized for the purpose of unfairly or deceptively influencing the market price of a User Asset; (n) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, debt financings, equity financings, or other similar transactions except in strict compliance with applicable law; (o) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, debt financings, equity financings or other similar transactions except in strict compliance with applicable law; (p) use the Services to participate in fundraising for a business, protocol, or platform except in strict compliance with applicable law; (q) make available any Content that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; or (r) attempt to access any Digital Wallet that you do not have the legal authority to access. Any unauthorized use of any Services terminates the licenses granted by Canary Protocol pursuant to this Agreement.

#### **4. FEES.**

**4.1 Fees.** Access to the Website and certain Services is currently free. However, Canary Protocol reserves the right to charge fees (“**Fees**”) in connection with your use of certain Services from time to time, including without limitation, in respect of use of the Developer Tools and/or, in the event that Canary Protocol decides in its discretion to launch a Staking Reward Program, any Fees based on the Staking Rewards generated through use of the Protocol. All pricing and payment terms for such Fees are as indicated on the Website or applicable Service, and any payment obligations you incur are binding at the time of the applicable transaction. In the event that Canary Protocol makes available, and you elect to purchase or use, any Services in connection with which Canary Protocol charges Fees, you agree that you will pay Canary Protocol all such Fees at Canary Protocol’s then-current standard rates. You agree that all Fees are non-cancellable, non-refundable, and non-recoupable.

**4.2 Gas Fees.** If applicable in connection with a particular Service, you are solely responsible for ensuring that any payment made by you is sufficient to cover any Gas Fee required to complete any transaction in connection with or effect any other use of the Services. “**Gas Fees**” are transaction fees determined by market conditions on the applicable Supported Blockchain, and are not determined, set, or charged by Canary Protocol.

**4.3 Taxes.** You are responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes based on Canary Protocol's net income).

**4.4 Promotions.** Canary Protocol may from time to time make available certain conditional offers, airdrops, promotional prices, or discounted fees (each, a "**Promotion**") to new or existing users of the Services. The rules governing such Promotion will be made available in connection with such Promotion. Canary Protocol will determine your eligibility for any Promotion in its sole discretion and may change the terms of or terminate a Promotion at any time, with or without notice to you.

**4.5 Currency.** You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay any Fees. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.

**4.6 Payment Processing Services.** Canary Protocol may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions.

## **5. THIRD-PARTY SERVICES.**

Certain features of the Services may rely on or enable you to access third-party websites, services, technology, or applications accessible or otherwise connected to the Services but not provided by Canary Protocol, including without limitation any Supported Blockchain, any validator on such Supported Blockchain, the Protocol, Digital Wallets, DApps built by you or other Users on or accessed through the Services (each, a "**Third-Party Service**" and, collectively, "**Third-Party Services**"). Such Third-Party Services are not under the control of Canary Protocol, and Canary Protocol is not responsible for any Third-Party Services. Canary Protocol provides access to these Third-Party Services only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services. You use all Third-Party Services at your own risk and should apply a suitable level of caution and discretion in doing so. When you use or interact with any of the Third-Party Services, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Services. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that (i) Canary Protocol shall not be liable for any damages, liabilities, or other harms in connection with your use of and/or any inability to access the Third-Party Services; and (ii) Canary Protocol shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions, or loss of data occurring directly or indirectly by reason of Third-Party Services or any other circumstances beyond Canary Protocol's control, including without limitation the failure of a Supported Blockchain or other Third-Party Service.

## **6. INDEMNIFICATION.**

To the maximum extent permitted by applicable law, you agree to indemnify and hold Canary Protocol, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "**Canary Protocol Party**" and collectively, the "**Canary Protocol Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any Services (including any Developer Tools); (c) your violation of this Agreement, including any of your representations or warranties

hereunder; (d) your violation of any rights of another party, including any Users; (e) your failure to provide accurate or complete data in connection with your use of the Services; (f) your violation of any applicable laws, rules or regulations; or (g) your use of, or inability to use, any Third-Party Services. Canary Protocol reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Canary Protocol in asserting any available defenses. You agree not to settle any matter without the prior written consent of Canary Protocol. You agree that the provisions in this section will survive any termination of this Agreement and/or your access to Services.

## **7. RELEASE**

TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU HEREBY RELEASE THE CANARY PROTOCOL PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS WHICH MAY BE SUSTAINED BY YOU WHILE USING, ARISING OUT OF, OR IN CONNECTION WITH THE USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS RELEASE IS BINDING UPON YOUR RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, BENEFICIARIES, PARTNERS, AND ANY OTHER AFFILIATES OR INTERESTED PARTIES.

To the maximum extent permissible by applicable law, you waive and relinquish any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver. You acknowledge that the releases in these Terms of Use are intended to be as broad and inclusive as permitted by law, and as a complete and continuous release and waiver of liability for any and all use of the Services.

## **8. DISCLAIMER OF WARRANTIES AND CONDITIONS.**

**8.1 As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE CANARY PROTOCOL PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, REPRESENTATIONS, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES. **THE CANARY PROTOCOL PARTIES MAKE NO REPRESENTATION THAT THE SERVICES WILL FUNCTION AS INTENDED OR BE SUITABLE FOR YOUR PURPOSES, AND YOU BEAR ALL RISK ASSOCIATED WITH ANY USER ASSETS THAT YOU USE IN CONNECTION THEREWITH.**

**(a)** THE CANARY PROTOCOL PARTIES MAKE NO WARRANTY, REPRESENTATION, TERM OR CONDITION THAT: (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (c) ANY DAPPS BUILT ON THE PROTOCOL AND/OR ACCESSED THROUGH THE SERVICES, INCLUDING THIRD-PARTY SERVICES, WILL MEET YOUR REQUIREMENTS OR FUNCTION AS INTENDED. CANARY PROTOCOL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROTOCOL OR YOUR USE OF THE SAME. THE CANARY PROTOCOL PARTIES MAKE NO REPRESENTATION THAT THE SERVICES WILL BE FREE OF THIRD-PARTY MALWARE, HACKS OR OTHER CYBERSECURITY BREACHES.

(b) ANY CONTENT, INCLUDING DAPPS BUILT ON OR USING THE PROTOCOL OR SERVICES, DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS THEREFROM.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. CANARY PROTOCOL MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CANARY PROTOCOL OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

**8.2** FROM TIME TO TIME, CANARY PROTOCOL MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT CANARY PROTOCOL’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

**8.3 CANARY PROTOCOL IS NOT AN INVESTMENT OR FINANCIAL ADVISOR. NEITHER CANARY PROTOCOL NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, OR DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES. NEITHER CANARY PROTOCOL NOR ITS SUPPLIERS OR LICENSORS SHALL BE CONSIDERED AN “EXPERT” UNDER THE APPLICABLE SECURITIES LEGISLATION IN YOUR JURISDICTION. NEITHER CANARY PROTOCOL NOR ITS SUPPLIERS OR LICENSORS WARRANT THAT THIS WEBSITE COMPLIES WITH THE REQUIREMENTS OF ANY APPLICABLE REGULATORY AUTHORITY, SECURITIES AND EXCHANGE COMMISSION, OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.**

**8.4 No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT THE CANARY PROTOCOL PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE CANARY PROTOCOL PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND SUPPORTED BLOCKCHAINS, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. CANARY PROTOCOL SHALL BE UNDER NO OBLIGATION TO INQUIRE INTO AND SHALL NOT BE LIABLE FOR ANY DAMAGES, OTHER LIABILITIES OR HARM TO ANY PERSON OR ENTITY RELATING TO ANY LOSSES, DELAYS, FAILURES, ERRORS, INTERRUPTIONS OR LOSS OF DATA OCCURRING DIRECTLY OR INDIRECTLY BY REASON OF CIRCUMSTANCES BEYOND CANARY PROTOCOL CONTROL, INCLUDING WITHOUT LIMITATION THROUGH THE DEPLOYMENT OF USER ASSETS TO ANY SUPPORTED BLOCKCHAIN IN CONNECTION WITH THE SERVICES.

**8.5 No Liability in Connection with Open-Source Software.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that any software or services you access under the terms of an OSS License is at your own risk, and Canary Protocol shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances outside beyond

Canary Protocol control, including without limitation through your use of any content under the terms of an OSS License.

**8.6 No Liability for Third-Party Materials.** As a part of the Services, you may have access to materials that are hosted or made available by another party, including User Content. You agree that it is impossible for Canary Protocol to monitor such materials and that you access these materials at your own risk.

## 9. LIMITATION OF LIABILITY.

**9.1 Disclaimer of Certain Damages.** SUBJECT ONLY TO CLAUSE 12.3, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE CANARY PROTOCOL PARTIES BE LIABLE TO YOU WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY (HOWSOEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, FOR (a) ANY (i) LOSS, DAMAGE OR LIABILITY (IN EACH CASE WHETHER DIRECT OR INDIRECT) OF PROFITS, BUSINESS, BUSINESS OPPORTUNITIES, REVENUE, TURNOVER, REPUTATION OR GOODWILL, PRODUCTION, ANTICIPATED SAVINGS OR WASTED EXPENDITURE (INCLUDING MANAGEMENT TIME) OR (ii) INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER, IN EACH CASE (i) AND (ii) HOWEVER ARISING UNDER OR IN CONNECTION OF THIS AGREEMENT AND EVEN IF THE CANARY PROTOCOL PARTIES WERE AWARE OF THE POSSIBILITY THAT SUCH LOSSES OR DAMAGES MIGHT BE INCURRED; OR (b) ANY LOSS, DAMAGE OR LIABILITY (IN EACH CASE WHETHER DIRECT OR INDIRECT) ARISING AS A RESULT OF OR IN CONNECTION WITH: (i) LOSS OR DIMINISHMENT IN VALUE OF USER ASSETS, (ii) THE USE OR INABILITY TO USE THE SERVICES, INCLUDING ANY DAPP; (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN CONNECTION WITH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY SUPPORTED BLOCKCHAIN; (vi) ANY USE OF THE PROTOCOL, INCLUDING BY ANY DAPP; (v) ANY BREACH, NON-PERFORMANCE OR ANY OTHER DEFAULT BY YOU UNDER THIS AGREEMENT; AND/OR (vi) ANY FAILURE BY YOU TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION.

**9.2 Cap on Liability.** SUBJECT TO SECTION 12.1 AND SECTION 12.3, TO THE FULLEST EXTENT PROVIDED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE CANARY PROTOCOL PARTIES TO YOU IN RESPECT OF ANY AND ALL CLAIMS, DEMANDS, COMPLAINTS, PROCEEDINGS OR OTHER ACTIONS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE) ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCE [EXCEED THE GREATER OF (a) £100; OR (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES WHERE SUCH REMEDY OR PENALTY CANNOT BE WAIVED OR REDUCED PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF LOSS OF YOUR USER ASSETS AS A RESULT OF BREACH OF THIS AGREEMENT BY CANARY PROTOCOL, CANARY PROTOCOL'S LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE VALUE OF THE LOST USER ASSETS AT THE POINT IN TIME IN WHICH THE LOSS OCCURRED.]

**9.3 Unlimited Liability.** NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE LIABILITY OF A CANARY PROTOCOL PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (ii)



FRAUD OR FRAUDULENT MISREPRESENTATION OR (iii) ANY OTHER ACT, OMISSION, OR LIABILITY WHICH MAY NOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

**9.4 User Content.** CANARY PROTOCOL ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

**9.5 Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**9.6 Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CANARY PROTOCOL AND YOU.

**10. MONITORING AND ENFORCEMENT.** If Canary Protocol becomes aware of any possible violations by you of this Agreement, Canary Protocol reserves the right to investigate such violations. If, as a result of the investigation, Canary Protocol believes that criminal activity has occurred, Canary Protocol reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Canary Protocol is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including any information related to your Registration Data, in Canary Protocol's possession in connection with your use of Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce this Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Canary Protocol, its Users or the public, and all enforcement or other government officials, as Canary Protocol in its sole discretion believes to be necessary or appropriate.

**11. TERM AND TERMINATION.**

**11.1 Term.** This Agreement commences on the date when you accept this Agreement (as described in the preamble above) and remain in full force and effect while you use Services, unless terminated earlier in accordance with this Agreement.

**11.2 Prior Use.** Notwithstanding the foregoing, you hereby acknowledge and agree that this Agreement commenced on the earlier to occur of (a) the date you first used Services or (b) the date you accepted this Agreement, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with this Agreement.

**11.3 Termination of Services by Canary Protocol.** Canary Protocol reserves the right to terminate this Agreement and your access to the Services at any time, for any or for no reason, with or without notice to you.

**11.4 Termination of Services by You.** If you want to terminate the Services provided by Canary Protocol, you may do so by (a) notifying Canary Protocol at any time and (b) ceasing all further use of the Services. Your notice should be sent, in writing, to Canary Protocol's address set forth below. If you want to terminate the Services provided by Company, you may do so by notifying Company and ceasing all further use of the Services.

**11.5 Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services may also include deletion of Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Canary Protocol will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of this Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, indemnification and limitation of liability.

**11.6 No Subsequent Registration.** If your ability to access the Services, is discontinued by Canary Protocol due to your violation of any portion of this Agreement, then you agree that you shall not attempt to re-register with or access the Services, and you acknowledge that you will not be entitled to receive a refund for any Fees related to those Services to which your access has been terminated.

**12. INTERNATIONAL USERS.** The Services may be accessible from countries around the world and may contain references to the Services and Content that are not available in your country. These references do not imply that Canary Protocol intends to announce such Services or Content in your country. The Services are controlled and offered by Canary Protocol from its facilities in the United Kingdom. Canary Protocol makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

**13. GENERAL PROVISIONS.**

**13.1 Independent Contractors.** The relationship of Canary Protocol and you under this Agreement is that of independent contractors. Notwithstanding anything else set forth herein, neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other. Your use of the Services shall not imply, suggest, or otherwise attempt to create an employment relationship between Canary Protocol and you.

**13.2 Electronic Communications.** The communications between you and Canary Protocol may take place via electronic means, whether you visit the Services or send Canary Protocol e-mails, or whether Canary Protocol posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Canary Protocol in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Canary Protocol provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

**13.3 Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Canary Protocol's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. This Agreement will be binding upon the parties and their respective successors and permitted assigns.

**13.4 Force Majeure.** Canary Protocol shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war,

terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**13.5 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Services, please contact us at: [EMAIL]. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**13.6 Governing Law and Jurisdiction.** This Agreement and all matters arising from it (including any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation) shall be governed by, and construed in accordance with, the laws of England. In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement (including any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation) (for the purposes of this Section 16.6, "Proceedings") each of the parties irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum provided that a judgment or order of any court may be enforced in any court of competent jurisdiction.

**13.7 Choice of Language.** It is the express wish of the parties that this Agreement and all related documents have been drawn up in English.

**13.8 Notice.** Where Canary Protocol requires that you provide an e-mail address, you are responsible for providing Canary Protocol with your most current e-mail address. In the event that the last e-mail address you provided to Canary Protocol is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Canary Protocol's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Canary Protocol at the following email address: [EMAIL].

**13.9 Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**13.10 Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

**13.11 Export Control.** You may not use, export, import, or transfer the Services except as authorized by the laws of the jurisdiction in which you obtained the Services, and any other applicable laws.

**13.12 Rights of Third Parties.** There are no third party beneficiaries under this Agreement, and a person who is not a party to this Agreement shall not be entitled to enforce any of its terms (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

**13.13 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties relating to the matters contemplated by this Agreement and supersedes all previous agreements (if any and whether in writing or not) between the parties in relation to such matters. The parties acknowledge and agree that, except as otherwise expressly provided for in this Agreement, they are not entering into this Agreement on the basis of, and are not relying on and have not relied on, any statement, representation, warranty or other provision (in any case whether oral, written, expressed or implied) made, given, or agreed to by any person (whether a party to this Agreement or not) in relation to the subject matter of this Agreement, provided that nothing in this Agreement shall exclude any party from liability for fraud or fraudulent misrepresentation.

#### **14. SPECIFIC TERMS FOR UK CONSUMER USERS.**

##### **14.1 General.**

(a) The amendments made to this Agreement by this Section 17 will only apply to you if you are a consumer ordinarily resident in the UK (“**UK Consumer Users**”).

(b) They do not apply to any other person. That means that any time we use the term “**you**” in this Section 17, we are referring to UK Consumer Users and no one else.

(c) The terms and conditions set out in this Agreement will only apply to a UK Consumer User if, and to the limited extent that, those terms and conditions are fair and enforceable against a person who is ordinarily resident in the UK and using the Services as a consumer, which essentially means you are using the Services for purposes that are wholly or mainly outside your ‘trade, business, craft or profession’.

(d) In case there is any confusion, in the event of any conflict or inconsistency between this Section 17 and the rest of this Agreement, then the terms of this Section 17 shall prevail in respect of UK Consumer Users to the limited extent of such conflict or inconsistency.

##### **14.2 Unamended provisions.**

If any other provisions of this Agreement are not amended by this Section 17, they will continue to apply to UK Consumer Users just as they would apply to any other person who uses the Services and agrees to this Agreement.

##### **14.3 Disapplied Sections.**

The following Sections of the Terms of Use do not apply to UK Consumer Users:

- (a) Section 9 (Indemnification);
- (b) Section 4.4 (Canary Protocol Communications);
- (c) Section 10 (Release);
- (d) Section 16.13 (Entire Agreement).

##### **14.4 Revised Sections.**

The following Sections of these Terms of Use are revised as shown below for UK Consumer Users:

- (a) Section 11 (Disclaimer of Warranties) is replaced with the following:

You understand and agree that your use of the Services is at your own risk. The Services are provided to you on an “as is” and “as available” basis, they are not bespoke to you and have not been developed to meet your individual requirements. We do not make any promises that access to the Website, any of the Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

For this reason, it is your responsibility to ensure that the generally available facilities and functions of the Services meet your requirements.

You alone are responsible for all your communications and interactions with third parties on the Services. You acknowledge and agree that we are not responsible or liable for the conduct of third parties, including the providers of Digital Wallets, operators of external sites or other Third-Party Services. This means that we cannot and do not promise that the services provided by third parties (including any Third-Party Services) will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

- (b) The text of Section 12 (Limitation of Liability) is replaced with the following:

**Any and all business and commercial loss etc excluded in full.**

If you use the Services for any commercial, business or for-profit purpose(s), or otherwise than as a consumer, to the fullest extent permitted by law, and without prejudice to any rights or remedies that may be available to us, we will have no liability to you whatsoever for any loss or damage arising as a result of, or in connection with, that use.

**We are responsible to you only for foreseeable loss and damage we cause.**

We are responsible to you for loss and damage you suffer, which is a foreseeable result of our breach of the terms of this Agreement and/or our failure to act with reasonable care and skill where required (for example, when providing the Services).

We are not liable or responsible for any loss or damage that is not a foreseeable result of our breach of the terms of this Agreement and/or our failure to act with reasonable care and skill.

For reference: in relation to any such breach or failure, loss or damage will generally be "foreseeable" if:

- it is obvious that it would happen as a result of such breach or failure; or
- at the time this Agreement is entered into, both you and we knew it might happen as a result of such breach or failure.

**We are not liable for any loss or damage that is avoidable or that you cause.**

We will not be liable or responsible for any loss or damage that is:

- avoidable – meaning that that loss or damage is something that you could or should have avoided by taking reasonable actions designed to avoid, limit or reduce that loss or damage; and/or
- caused by you – meaning it happens as a result of your breach of any terms of this Agreement and/or your failure to act with reasonable care and skill where required.

**Our liability to you is capped**

In the event of loss of your User Asset caused by our breach of this Agreement or our negligence, our liability to you is capped at an amount equal to the value of the lost User Assets at the point in time in which the loss occurred.

**What we do not exclude.**

Nothing in this Section 11 (Limitation of Liability) or anywhere else in this Agreement shall limit or exclude our liability to you for:

- death or personal injury resulting from our negligence;
- our fraud or fraudulent misrepresentation;
- our breach of any terms implied by Section 46 (Remedy for Damage to Device or to other Digital Content) of the UK Consumer Rights Act 2015; or
- any other liability that cannot be excluded or limited by applicable law.

(c) following: The text of Section 16.6 (Governing Law and Jurisdiction) is replaced with the

This Agreement, its subject matter and its formation, are all governed by

English law.

If a claim or dispute arises out of, or relates to, your use of the Service and/or this Agreement, both you and we agree that such individual claim or dispute shall be resolved in the competent court in the country of the UK in which you are ordinarily resident.