

## **Ethring**

### **TERMS OF SERVICE**

**Effective Date: March 24, 2025**

("Ethring," "we," "us," or "our") provides a website and web application (at <https://Ethring.io/>) (the "Website"), application programming interfaces ("APIs") and keeper software applications that act as relayers for protocol transactions (collectively referred to as the "Interfaces") which link to or otherwise interact with the Ethring protocol (the "Protocol"). All access to and use of the Interfaces are subject to the terms and conditions outlined in these Terms of Service (as amended from time to time, the "Terms of Service"). By accessing, browsing, or otherwise using the Interfaces, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not accept these terms and conditions, you will not be allowed to access, browse, or use the Interfaces.

**IMPORTANT: WE RESERVE THE RIGHT TO CHANGE OR MODIFY PORTIONS OF THESE TERMS OF SERVICE AT ANY TIME AT OUR SOLE DISCRETION. ANY CHANGES WILL BE POSTED ON THIS PAGE, AND WE WILL INDICATE THE DATE OF THE LAST REVISION AT THE TOP OF THIS PAGE. WE WILL ALSO NOTIFY YOU OF ANY MATERIAL CHANGES, EITHER THROUGH THE INTERFACES, A POP-UP NOTICE, EMAIL, OR OTHER REASONABLE MEANS. YOUR CONTINUED USE OF THE INTERFACES AFTER ANY SUCH CHANGES HAVE BECOME EFFECTIVE WILL CONSTITUTE YOUR ACCEPTANCE OF THE NEW TERMS OF SERVICE. YOU SHOULD PERIODICALLY REVIEW THESE TERMS OF SERVICE TO STAY INFORMED OF ANY REVISIONS. IF YOU DO NOT AGREE TO ABIDE BY THESE OR ANY FUTURE REVISIONS, YOU WILL NOT BE ABLE TO ACCESS, BROWSE, OR CONTINUE USING THE INTERFACES.**

#### **USE OF THE INTERFACES.**

(a) Access to the Interfaces. The Interfaces are designed to provide a link to the Protocol to access, interact with and otherwise participate in third-party DeFi protocols, liquidity pools, and other yield farming opportunities. Subject to your compliance with this Agreement, Ethring grants you a limited right to access and use the Interfaces for your personal or internal business purposes only. In addition, the Interfaces may include or link to software and other content that Ethring makes generally available under the terms of an open-source license ("Etring OSS"). Your use of any Ethring OSS shall be subject to the terms of the applicable license for such Ethring OSS. The Interfaces are provided to you as closed-source applications; provided that Ethring reserves the right to subsequently release portions of the Interfaces as Ethring OSS.

(b) Updates. You understand that the Interfaces and Protocol are evolving. You acknowledge and agree that the Interfaces and/or Protocol may be updated with or

without notifying you. In addition, you may need to update third-party software from time to time in order to use the Interfaces or Protocol.

(c) Restrictions By Jurisdiction; Export Control. If you are located in the United States, you may not conduct transactions using the Interfaces or Protocol, and you only have a limited right to access the Interfaces for informational purposes only. If you are located in Russia, Belarus, Syria, North Korea, Iran, Cuba, Iraq, Afghanistan, Venezuela, Sudan, South Sudan, Crimea region, Donetsk region, or Luhansk region, you may not use the Interfaces or Protocol for any reason. Without limiting the foregoing, you may not use, export, import, or transfer the Interfaces or Protocol except as authorized by U.S. law, the laws of the jurisdiction in which you accessed the Interfaces or Protocol, as applicable, and any other applicable laws and regulations. In addition, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **REGISTRATION.**

(a) Connecting Your Wallet. To use the Interfaces or Protocol and access certain features, you may need a compatible cryptocurrency wallet (a “Wallet”). These Wallets enable you to engage in transactions with cryptocurrencies supported on the Interfaces and Protocol. Ethring will not be liable for any losses or damages resulting from using a digital wallet or cryptocurrency in ways not supported or permitted by the Interfaces or Protocol.

(b) Noncustodial. While the Interfaces and Protocol may facilitate transactions involving your cryptocurrency or digital assets (“Digital Assets”), neither Ethring nor the Protocol holds custody, possession, or control of any Digital Assets at any point. You acknowledge that Ethring is a non-custodial service provider, and the Interfaces and Protocol are designed to be directly accessed by users without Ethring’s involvement or action. Ethring cannot guarantee any specific outcomes resulting from using the Interfaces or Protocol or completing any transactions.

(c) Necessary Equipment and Software. You are responsible for providing the necessary equipment, software, and hardware to connect to the Interfaces or Protocol. You must cover any fees associated with accessing the Interfaces or Protocol, including internet or mobile charges. It is also your responsibility to secure your hardware devices. Ethring will not be held responsible if someone else gains access to your devices and authorizes a transaction based on a valid transfer initiated from the Protocol.

(d) Representations. You confirm that you are not barred from using the Interfaces or Protocol under any applicable laws, including those of the United States or your jurisdiction of residence. You are responsible for all activities conducted during your use of the Interfaces and Protocol. You agree to monitor usage to ensure that minors

do not access the Interfaces or Protocol, and you accept full responsibility for any unauthorized use by minors.

## **USER CONDUCT.**

You agree that you are solely responsible for your conduct in connection with the Interfaces and Protocol. You agree that you will abide by this Agreement and will not (and will not attempt to) provide false or misleading information to Ethring; use or attempt to use another user's Wallet; pose as another person or entity; use the Interfaces or Protocol in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Interfaces or Protocol, or that could damage, disable, overburden, or impair the functioning of the Interfaces or Protocol in any manner; develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Interfaces or Protocol; bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Interfaces or Protocol; attempt to circumvent any content-filtering techniques of the Interfaces or Protocol; use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Interfaces, extract data, or otherwise interfere with or modify the rendering of pages or functionality; collect or harvest data from the Interfaces that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities; use data collected from the Interfaces for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing); bypass or ignore instructions that control all automated access to the Interfaces or Protocol; use the Interfaces or Protocol for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement; use your Wallet to carry out any illegal activities in connection with or in any way related to your access to and use of the Interfaces or Protocol, including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the Interfaces or Protocol; engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive, or manipulative trading activities, including: trading a Digital Asset at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Digital Asset, unduly or improperly influencing the market price for such Digital Asset on or off the Protocol or establishing a price which does not reflect the true state of the market in such Digital Asset; for the purpose of creating or inducing a false or misleading appearance of activity in a Digital Asset or creating or inducing a false or misleading appearance with respect to the market in a Digital Asset; or 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 Digital Asset; use the Interfaces or Protocol to carry

out any financial activities subject to registration or licensing, including but not limited to using the Interfaces or Protocol to transact in securities, debt financings, equity financings or other similar transactions; make available any content that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; or attempt to access any Wallet that you do not have the legal authority to access.

## **OWNERSHIP.**

(a) Ownership of the Interfaces and Protocol. Except for your Wallet (including related Digital Assets), you acknowledge that you do not have any ownership rights to the Interfaces or Protocol. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary notices that are part of or associated with the Interfaces or Protocol.

(b) Your User Content. Ethring does not claim ownership over your user content. However, you represent that you own and/or have all necessary rights to grant to Ethring a royalty-free, worldwide, non-exclusive license (including any moral rights) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, display, or otherwise communicate your user content (in whole or in part) in connection with the Interfaces or Protocol.

(c) Feedback. By submitting feedback, suggestions, or recommendations ("Feedback"), you acknowledge that you do so at your own risk and that Ethring has no obligations regarding such Feedback. You confirm that you have the necessary rights to submit Feedback. In exchange, you grant Ethring a perpetual, royalty-free, irrevocable, worldwide, non-exclusive, and fully sublicensable right to use, modify, reproduce, distribute, display, adapt, and create derivative works of your Feedback in any manner and for any purpose, commercial or non-commercial.

(d) Open Source Software. The Interfaces and Protocol may contain or link to certain open-source software ("OSS"). Your use of the Protocol is subject to and governed by the applicable OSS licenses. This Agreement does not alter or limit your rights under the applicable OSS licenses. Ethring will make such OSS, including any modifications, available upon written request at the specified notice address, if required by the respective OSS licenses.

(e) Trademarks. "Etring" and any associated graphics, logos, service marks, and trade names used in connection with the Interfaces and/or Protocol are the trademarks of Ethring. You may not use these trademarks without express permission in connection with your or any third-party's products or services. All other trademarks, service marks, and trade names appearing in or on the Interfaces and/or Protocol are the property of their respective owners.

## **PAYMENT AND FEES.**

Etring does charge a 0.05% fee on each transaction executed on the platform. You are also responsible for paying any charges automatically imposed by the

transactions when using the Interfaces or Protocol (e.g. gas fees). We reserve the right to adjust the transaction fee structure at any time. If any changes occur, we will notify you of the fees and pricing of your transaction at the time you authorize it.

You agree and acknowledge that transaction fees displayed through the Interfaces are estimates and the actual transaction fees may vary depending on market conditions and fluctuations. To the extent there is any residual dust from transactions occurring through the Interfaces or Protocol, you agree and acknowledge that the Protocol will sweep and aggregate this residual dust to reduce transaction costs for other users.

### **INVESTIGATIONS.**

Ethring reserves the right, but is not obligated, to monitor or review your use of the Interfaces at any time. By using the Interfaces, you expressly consent to such monitoring and screening of your Wallet, including through third-party tools, for the purpose of ensuring compliance with these Terms of Service and applicable laws and regulations. If Ethring becomes aware of any suspected violation of these Terms of Service or any applicable legal requirements, Ethring may, at its sole discretion, initiate an investigation into the matter. In the event of a violation, Ethring may take immediate action, including, but not limited to, the suspension or termination of your access to the Interfaces, without prior notice, and may pursue any other remedies available under applicable law.

### **INDEMNIFICATION.**

You agree to indemnify, defend, and hold harmless Ethring, its affiliates, and its respective officers, directors, employees, agents, licensors, and service providers (collectively, the "Etring Indemnitees") from and against any and all claims, actions, suits, demands, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs of investigation) arising out of or in connection with: (a) your user content; (b) your use of or inability to use the Interfaces or Protocol; (c) your breach of any provision of these Terms of Service; (d) your violation of any third-party rights, including intellectual property rights or privacy rights; (e) your violation of any applicable laws, regulations, or governmental orders; or (f) your actions or omissions in connection with the use of the Interfaces or Protocol. Ethring reserves the right to assume the exclusive defense and control of any matter subject to indemnification hereunder, at its own expense, and you agree to cooperate fully with Ethring in the defense of any such claims. You agree that you will not settle any such matter without the prior written consent of Ethring. This indemnification obligation will survive the termination of these Terms of Service and your access to the Interfaces or Protocol. Notwithstanding the foregoing, you will not be required to indemnify the Etring Indemnitees for any claims arising from Ethring's own fraud, willful misconduct, or gross negligence.

**ACKNOWLEDGMENT OF RISKS ASSOCIATED WITH BLOCKCHAIN TECHNOLOGY.**

In order to successfully complete any transaction involving Digital Assets initiated by or sent to your Wallet, such transaction must be confirmed by, and recorded on, the relevant blockchain supporting the Digital Asset. Ethring has no control over any blockchain and cannot guarantee that the details of any transaction you initiate or receive through the Interfaces or Protocol will be validated or confirmed by the relevant blockchain. Additionally, Ethring does not possess the ability to facilitate the cancellation or modification of transactions once initiated. You acknowledge and accept that certain third parties may offer or support complex financial transactions involving high-risk elements. By using the Interfaces or Protocol, you accept full responsibility for all actions and transactions made through your Wallet and assume all risks of loss, including losses resulting from both authorized and unauthorized access to your Wallet, to the fullest extent permitted by applicable law. Furthermore, you accept and acknowledge the following: Required Expertise: You affirm that you:

- (a) possess the necessary technical expertise to assess the security, integrity, and functionality of your Wallet;
- (b) have the experience, knowledge, and information necessary to independently evaluate the risks, merits, and compliance requirements of using your Wallet, in accordance with applicable laws;
- (c) understand and accept the risks inherent in the use of your Wallet; and
- (d) are aware of the general risks related to blockchain technology, taking full responsibility for conducting independent risk analysis of any Digital Assets you acquire or trade. You further agree that Ethring assumes no liability in relation to these risks.

**Digital Asset Price Volatility:** The prices of Digital Assets can be highly volatile. Ethring does not make any representations or warranties regarding the markets in which Digital Assets are bought, sold, or transferred.

**Tax Responsibility:** You are solely responsible for determining and fulfilling any tax obligations related to your transactions involving Digital Assets. Ethring does not provide tax advice nor is responsible for determining applicable taxes for any Digital Asset transactions.

**No Control Over Digital Assets:**

Etring does not directly store, send, or receive your Digital Assets, as such assets exist solely through ownership records maintained on the relevant blockchain.

Consequently, any transfer of Digital Assets is conducted entirely within the blockchain network. The transaction details submitted via the Interfaces or Protocol may experience delays or may not be completed due to blockchain activity or lack thereof. Ethring cannot assist in canceling or modifying any transaction details once submitted. Furthermore, Ethring does not guarantee that any initiated transfer through the Interfaces or Protocol will result in the successful transfer of title or

ownership of any Digital Asset.

Risks Associated with Blockchain Technology:

Using an internet-based currency carries inherent risks, including but not limited to:

- The risk of hardware, software, or internet connection failures;
- The risk of malware or malicious software compromising your assets;
- The risk of unauthorized third-party access to information stored in your Wallet;
- The risk of counterfeit or mislabeled assets, assets vulnerable to metadata decay, assets within faulty smart contracts, or assets that become untransferable.

You accept and acknowledge that Ethring will not be held liable for any failures, disruptions, errors, or losses experienced during the use of blockchain technology.

Third-Party Services: The Interfaces and Protocol may depend on third-party platforms or services to facilitate transactions. Ethring does not guarantee the availability or functionality of these third-party services and makes no warranties regarding their performance.

Regulatory Uncertainty: The regulatory framework surrounding blockchain technologies, cryptocurrencies, and tokens is still evolving. Changes in regulations or the introduction of new policies could materially impact the development of the Interfaces or Protocol, and may adversely affect the value or functionality of Digital Assets.

Decentralized Governance and Blockchain Operations: Ethring does not guarantee the stability or functionality of any blockchain's decentralized governance system, which may lead to operational challenges, delays, conflicts of interest, or decisions that may negatively impact certain Digital Asset holders. You acknowledge that changes in the governance rules of a blockchain could significantly alter its functionality, thereby affecting the value and usage of Digital Assets supported by that blockchain.

Blockchain Security Risks: Ethring does not guarantee the security of any blockchain. Ethring will not be held responsible for any attacks such as hacks, double-spending, or any other incidents that could result in the theft or loss of Digital Assets.

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

The Interfaces and Protocol may contain or integrate certain services, technologies, and other materials provided by third parties ("Third-Party Services"). By clicking on a link to, or accessing, or using a Third-Party Service, you acknowledge that you have left the Interfaces and are subject to the terms and conditions (including privacy policies) of the third-party website or destination. These Third-Party Services are not under the control of Ethring, and Ethring is not responsible for, nor does it endorse, monitor, approve, or make any representations regarding such Third-Party Services, or any product or service provided in connection therewith. Your use of Third-Party

Services is solely at your own risk. You should review the applicable terms, conditions, privacy policies, and data gathering practices of any Third-Party Services before proceeding with any transactions involving third-party platforms.

#### **NO OWNERSHIP OF SMART CONTRACTS AND USER ASSETS.**

Ethring does not operate, control, or own any of the smart contracts used in the services provided through the Interfaces and Protocols. We function solely as an aggregator and intermediary, facilitating the interaction between users and third-party protocols. All transactions conducted through the Protocol are executed on third-party smart contracts, and as such, Ethring does not hold, store, or have any access to user assets, digital assets, or funds at any time.

Users acknowledge and agree that Ethring is not responsible for the operation, security, or performance of any third-party protocols or smart contracts integrated within the Interfaces. These third-party services, protocols, and smart contracts are beyond Ethring's control, and as such, Ethring does not assume any liability for issues arising from interactions with or reliance upon these third-party services, including but not limited to, failures, delays, errors, vulnerabilities, or any form of loss or damage to user assets.

Furthermore, Ethring does not engage in the custody of user funds or assets at any point. All transactions and digital assets remain fully under the control of the users and their respective wallets. By using the Interfaces and Protocols, you acknowledge that you bear the sole responsibility for the management, security, and control of your assets, and you understand and accept the risks associated with using third-party services and smart contracts integrated by Ethring.

Ethring expressly disclaims any liability for any loss, damage, or unauthorized access to user assets that may arise from third-party integrations or any other external services beyond Ethring's direct control.

#### **REWARDS AND DISTRIBUTION.**

The Interfaces and Protocol may provide information regarding rewards, including but not limited to tokens, points, or other forms of compensation ("Rewards"), which are offered through third-party services. These third-party services are responsible for the issuance and management of Rewards, and Ethring does not control, administer, or guarantee the availability or accuracy of any Rewards. The Rewards you may receive through the use of the Interfaces and Protocol may vary, and the terms and conditions for the issuance and redemption of Rewards are subject to change by the third-party service providers. You acknowledge and agree that some Rewards may not be credited, may expire, or may otherwise be unavailable at any time. It is your sole responsibility to verify the status, eligibility, and redemption terms of any Rewards directly with the third-party services providing them. Ethring disclaims any liability for the failure to receive Rewards or any other issues related to third-party services offering Rewards. Ethring may, at its sole discretion, receive



reward distributions from third-party protocols, but reserves the right to retain, redistribute, or allocate such rewards as it deems appropriate. Ethring has no obligation to distribute any received rewards and may choose to hold or distribute them in a manner that serves the platform's interests and objectives.

#### **DISCLAIMER OF WARRANTIES.**

DISCLAIMER REGARDING INFORMATION MADE AVAILABLE THROUGH INTERFACES. The Interfaces and Protocol may disclose certain data and information to you regarding the transactions and opportunities made available through the Interfaces or other third-party tools (e.g., whether a vault complies with ERC-4626, transaction fee estimates, etc.). HOWEVER, ALL SUCH DATA AND INFORMATION ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE RELIED UPON TO DETERMINE WHETHER A PARTICULAR TRANSACTION IS SAFE OR WILL ACHIEVE ANY PARTICULAR RESULT OR OUTCOME. NONE OF THE DATA OR INFORMATION MADE AVAILABLE THROUGH THE INTERFACES CONSTITUTES A RECOMMENDATION TO PROCEED WITH ANY TRANSACTION OR THAT SUCH TRANSACTION IS SUITABLE OR APPROPRIATE FOR YOU. THE TRANSACTIONS ANALYZED BY THE INTERFACES MAY INVOLVE SIGNIFICANT RISKS OF WHICH ETHRING IS UNAWARE. YOU SHOULD NOT ENTER INTO ANY TRANSACTION UNLESS YOU HAVE FULLY UNDERSTOOD ALL SUCH RISKS AND HAVE INDEPENDENTLY DETERMINED THAT SUCH TRANSACTIONS ARE APPROPRIATE FOR YOU. REGARDLESS OF ANY INFORMATION MADE AVAILABLE TO YOU THROUGH THE INTERFACES, YOUR DECISION TO PROCEED WITH ANY TRANSACTION IS ENTIRELY AT YOUR OWN RISK. NO FIDUCIARY DUTY. ETHRING IS NOT A BROKER, FINANCIAL INSTITUTION OR INTERMEDIARY AND IS IN NO WAY YOUR AGENT, ADVISOR, OR CUSTODIAN. ETHRING CANNOT INITIATE A TRANSFER OF ANY OF YOUR CRYPTOCURRENCY OR DIGITAL ASSETS OR OTHERWISE ACCESS YOUR DIGITAL ASSETS. ETHRING HAS NO FIDUCIARY RELATIONSHIP OR OBLIGATION TO YOU REGARDING ANY DECISIONS OR ACTIVITIES THAT YOU EFFECT IN CONNECTION WITH YOUR USE OF THE INTERFACES OR PROTOCOL. THIRD PARTY TRANSACTIONS. THE INTERFACES AND PROTOCOL MAY PROVIDE TECHNICAL MEANS THAT ENABLE YOU TO ENGAGE IN TRANSACTIONS WITH THIRD PARTIES. HOWEVER, ETHRING IS NOT CAPABLE OF PERFORMING TRANSACTIONS OR SENDING TRANSACTION MESSAGES ON YOUR BEHALF. ALL TRANSACTIONS INITIATED THROUGH THE INTERFACES OR PROTOCOL ARE EFFECTED BY YOUR WALLET OR OTHER THIRD-PARTY DIGITAL WALLET EXTENSIONS. BY USING THE INTERFACES OR PROTOCOL, YOU AGREE THAT SUCH TRANSACTIONS ARE GOVERNED BY ANY TERMS OF SERVICE AND/OR PRIVACY POLICY OF ANY APPLICABLE EXTENSION(S) AND THAT ETHRING IS NOT RESPONSIBLE FOR ANY SUCH TRANSACTIONS. GENERAL DISCLAIMER. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE INTERFACES OR PROTOCOL IS AT YOUR SOLE

RISK, AND THE INTERFACES OR PROTOCOL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. ETHRING PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE INTERFACES OR PROTOCOL. ETHRING PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE INTERFACES OR PROTOCOL WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE INTERFACES OR PROTOCOL WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INTERFACES OR PROTOCOL WILL BE ACCURATE OR RELIABLE. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE INTERFACES OR PROTOCOL 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 INTERFACES OR PROTOCOL, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. THE INTERFACES OR PROTOCOL MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. ETHRING MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE INTERFACES OR PROTOCOL, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE INTERFACES OR PROTOCOL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ETHRING OR THROUGH THE INTERFACES OR PROTOCOL WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. NO LIABILITY FOR CONDUCT OF THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT ETHRING PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ETHRING PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. ETHRING MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ETHRING MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF THE INTERFACES OR PROTOCOL OR ANY CONNECTED CONTENT OBTAINED THROUGH THE INTERFACES OR PROTOCOL. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF SERVICE, ETHRING 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 (I) THE OWNERSHIP, VALIDITY OR GENUINENESS OF ANY DIGITAL ASSET; (II) THE COLLECTABILITY, INSURABILITY, EFFECTIVENESS, MARKETABILITY OR SUITABILITY OF ANY DIGITAL ASSET; OR (III) ANY LOSSES, DELAYS, FAILURES, ERRORS,**

**INTERRUPTIONS OR LOSS OF DATA OCCURRING DIRECTLY OR INDIRECTLY BY REASON OF CIRCUMSTANCES BEYOND ETHRING'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF A BLOCKCHAIN OR THIRD-PARTY SERVICE PROVIDERS.**

**LIMITATION OF LIABILITY.**

(a) **DISCLAIMER OF CERTAIN DAMAGES.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ETHRING PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, DIGITAL ASSETS, REVENUE, DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOSS OF USE, BUSINESS INTERRUPTION, OR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ASSETS, EVEN IF ETHRING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS APPLIES REGARDLESS OF THE CAUSE OF ACTION (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY), ARISING OUT OF OR IN CONNECTION WITH: (a) THESE TERMS OF SERVICE; (b) INTERACTIONS WITH OTHER USERS OF THE INTERFACES OR PROTOCOL; (c) YOUR USE OR INABILITY TO USE THE INTERFACES OR PROTOCOL; (d) PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES FROM THIRD PARTIES; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) ACTIONS OR STATEMENTS OF THIRD PARTIES ON THE INTERFACES OR PROTOCOL; OR (g) ANY OTHER MATTERS ARISING OUT OF OR IN CONNECTION WITH THE INTERFACES OR PROTOCOL. THE LIMITATION OF LIABILITY DOES NOT APPLY IN CASES OF (I) DEATH OR PERSONAL INJURY CAUSED BY ETHRING PARTIES' NEGLIGENCE; OR (II) FRAUD OR FRAUDULENT MISREPRESENTATION BY ETHRING PARTIES.

(b) **CAP ON LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ETHRING PARTIES' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE GREATER OF (I) \$100, OR (II) THE REMEDY OR PENALTY IMPOSED UNDER THE APPLICABLE LAW UNDER WHICH SUCH CLAIM ARISES. THIS CAP ON LIABILITY DOES NOT APPLY IN CASES OF (I) DEATH OR PERSONAL INJURY CAUSED BY ETHRING PARTIES' NEGLIGENCE; OR (II) FRAUD OR FRAUDULENT MISREPRESENTATION BY ETHRING PARTIES.

(c) **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 EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

(d) **BASIS OF THE BARGAIN.** YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION ARE A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN YOU AND ETHRING, AND WITHOUT SUCH LIMITATIONS, ETHRING WOULD NOT PROVIDE ACCESS TO THE INTERFACES OR PROTOCOL.

## **TERM AND TERMINATION.**

(a) Term. These Terms of Service shall become binding upon you on the earlier of (i) your acceptance of these Terms of Service (as indicated in the preamble above), or (ii) the commencement of your use of the Interfaces or Protocol, and will remain in effect for as long as you continue to use the Interfaces or Protocol, unless terminated earlier as provided in these Terms of Service.

(b) Termination of Access by Ethring. Ethring reserves the right, at its sole discretion, to suspend or terminate your access to the Interfaces at any time, for any reason, including but not limited to a breach of these Terms of Service by you. Ethring retains the exclusive right to determine whether a breach has occurred. In the event of suspension or termination, you may continue to access your Wallet directly or through third-party services, but Ethring shall not be liable for any loss or inconvenience resulting from such actions.

(c) Termination of Use by You. You may terminate your use of the Interfaces at any time by discontinuing the use of the Interfaces. Termination of use does not affect any ongoing obligations you may have under these Terms of Service. You will retain access to your Wallet via other services, subject to any restrictions imposed by such services.

(d) Survival of Terms. Notwithstanding the termination of your use of the Interfaces, the provisions of these Terms of Service that, by their nature, are intended to survive termination shall remain in full effect. Such provisions include, without limitation, those concerning ownership, indemnification, warranty disclaimers, and limitations of liability.

(e) Prohibition on Circumvention. If Ethring discontinues or terminates your access to the Interfaces, you agree not to attempt to bypass this termination by using an alternative Wallet, account, or any other method to access the Interfaces. In the event of such an attempt, Ethring reserves the right, in its sole discretion, to take immediate action, including but not limited to additional suspensions, terminations, or legal remedies, without further notice to you.

## **DISPUTE RESOLUTION. PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH ETHRING AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.**

(a) Applicability of Arbitration Agreement. You hereby agree that any dispute, claim, or request for relief relating in any way to your access or use of the Interfaces, Protocol, or any aspect of your relationship with Ethring shall be resolved exclusively by binding arbitration, rather than in a court of law. This Arbitration Agreement applies to any and all disputes arising out of or in connection with this Agreement, the Interfaces, or Protocol, except as expressly provided herein. However, you retain the right to (a) assert claims or seek relief in small claims court, if your claims qualify under the jurisdiction of such court, and (b) both you and Ethring may seek equitable relief in a court of competent jurisdiction regarding the infringement,

misuse, or misappropriation of intellectual property rights, including but not limited to trademarks, trade dress, domain names, trade secrets, copyrights, and patents. This Arbitration Agreement shall apply to any dispute, claim, or request for relief that arose or was asserted before the effective date of this Agreement or any prior version of this Agreement.

(b) Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To initiate an arbitration proceeding, you must send a letter to Ethring requesting arbitration, and this letter must describe the dispute or claim, including the relief you are seeking, to the address provided in Section 14(h). The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or requests for relief where the total amount is less than \$250,000, excluding attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-streamlined-arbitration/>. All other disputes shall be subject to JAMS's Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is unavailable to arbitrate the dispute, the parties will mutually select an alternative arbitration forum that complies with the applicable jurisdictional requirements. If the arbitrator determines that you are unable to afford the filing, administrative, hearing, and/or other fees associated with JAMS and cannot obtain a waiver from JAMS, Ethring will pay those fees on your behalf. Furthermore, Ethring agrees to reimburse any filing, administrative, hearing, or other fees to JAMS for disputes, claims, or requests for relief totaling less than \$10,000, unless the arbitrator deems the claims to be frivolous. Arbitration may be conducted by telephone, based on written submissions, or in person at a mutually agreed-upon location, including the county in which you reside. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Authority of Arbitrator. The arbitrator shall have the exclusive authority to determine the scope and enforceability of this Arbitration Agreement, as well as to resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any assertions that any part of this Arbitration Agreement is void, voidable, or unenforceable. The arbitration shall decide the rights and liabilities, if any, of you and Ethring, and the proceedings will not be consolidated with any other matters, disputes, or claims involving any other parties. The arbitrator shall have the authority to issue dispositive motions, resolving all or part of any claim. The arbitrator may award monetary damages and may also grant any non-monetary remedy or relief that an individual would be entitled to under applicable law, the rules of the arbitration forum, and these Terms of Service (including the Arbitration Agreement). The arbitrator shall issue a written award that includes the essential findings, conclusions, and the basis for the award, including

the calculation of any damages. The arbitrator has the same authority to award relief on an individual basis as a judge would in a court of law. The arbitrator's decision and award shall be final and binding upon both you and Ethring.

(d) Waiver of Jury Trial. YOU AND ETHRING HEREBY EXPRESSLY WAIVE ANY AND ALL CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND TO HAVE A TRIAL BEFORE A JUDGE OR A JURY. By entering into this Agreement, both you and Ethring elect to resolve all disputes, claims, or requests for relief exclusively through arbitration under the terms of this Arbitration Agreement, with the exceptions noted in Section 3(a) (Applicability of Arbitration Agreement). An arbitrator may award the same remedies available in court, but arbitration will not involve a judge or jury, and judicial review of an arbitration award is extremely limited. Both parties acknowledge that this waiver of jury trial is made voluntarily and knowingly.

(e) Waiver of Class or Collective Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF UNDER THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT ON A CLASS OR COLLECTIVE BASIS. NO CLAIMS OF MULTIPLE USERS OR CUSTOMERS MAY BE CONSOLIDATED OR ARBITRATED JOINTLY WITH THOSE OF ANY OTHER PARTY. In the event that a court finds that applicable law prohibits the enforcement of any provision within this section with respect to a given dispute, claim, or request for relief, such provision shall be severed from the arbitration and litigated in the appropriate state or federal courts located in the state of Delaware. All other disputes, claims, or requests for relief shall continue to be subject to arbitration.

(f) 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by submitting a written notice to Ethring within thirty (30) days of first becoming subject to this Arbitration Agreement. Your notice must include your name, your address, the Wallet address you use to access the Interfaces or Protocol (if any), your account username (if any), and a clear and unequivocal statement that you wish to opt out of this Arbitration Agreement. Opting out will not affect your use of the other parts of this Agreement, which will continue to be in full force and effect. Opting out of this Arbitration Agreement has no effect on any other existing or future arbitration agreements you may have with Ethring.

(g) Severability. In the event that any part of this Arbitration Agreement is found by a court or arbitrator to be invalid, unenforceable, or void, the remaining provisions shall remain in full force and effect. Specifically, if the waiver of class actions or collective actions is deemed unenforceable, the matter will be litigated in a state or federal court located in Delaware, with all other aspects of this Arbitration Agreement remaining intact.

(h) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Ethring. If this Agreement is terminated for any reason, this Arbitration Agreement shall continue to apply to any disputes, claims, or requests for relief arising out of or in connection with your use of the Interfaces or Protocol.

(i) Modification of Agreement. Notwithstanding any provision in this Agreement to

the contrary, you agree that if Ethring makes any future material changes to this Arbitration Agreement, you may reject such changes within thirty (30) days of their effective date. To reject these changes, you must send written notice to Ethring at the address specified in Section 14(h).

## **GENERAL PROVISIONS.**

(a) Electronic Communications. For the purposes of this Agreement, you (a) consent to receive communications from Ethring in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications provided by Ethring to you electronically satisfy any legal requirements that such communications would satisfy if they were to be in writing. The foregoing does not affect your statutory rights, including, but not limited to, those provided under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and any applicable laws governing electronic signatures.

(b) Release of Liability. You hereby release Ethring, its affiliates, successors, and assigns from any and all claims, demands, losses, damages, rights, and causes of action of any kind, including personal injury, death, and property damage, that are directly or indirectly related to or arise from your use of the Interfaces or Protocols. This release includes, but is not limited to, any interactions with other users or third-party websites, and any actions or events that may result from your use of the Interfaces or Protocols or from activities performed in connection with or as a result of these Terms of Service.

(c) Assignment of Rights and Obligations. These Terms of Service, and any rights and obligations hereunder, may not be assigned, sublicensed, subcontracted, delegated, or otherwise transferred by you without the prior written consent of Ethring. Any attempt by you to assign, sublicense, subcontract, delegate, or transfer any of the rights, duties, or obligations hereunder without obtaining such consent will be null and void, and of no legal effect.

(d) Force Majeure. Ethring shall not be held liable for any delay or failure to perform any obligation under these Terms of Service if such delay or failure arises due to causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, war, terrorism, riots, civil or military actions, natural disasters (such as fire, flood, earthquakes), strikes, labor disputes, shortages of transportation, fuel, energy, labor, materials, or any other event or circumstance beyond Ethring's reasonable control.

(e) Questions, Complaints, and Claims. If you have any questions, complaints, or claims regarding the Interfaces or Protocols, please contact us at [contact@ethring.io](mailto:contact@ethring.io). We will do our best to address your concerns in a timely and thorough manner. If you feel that your concerns have not been adequately addressed, we encourage you to inform us for further investigation and resolution.

(f) Exclusive Venue for Litigation. In the event that the parties are permitted under this Agreement to initiate litigation in a court of law, both you and Ethring agree that

all claims and disputes arising from or related to these Terms of Service will be exclusively litigated in the state or federal courts located in the State of Delaware. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts for any litigation arising under or in connection with these Terms of Service.

(g) Governing Law. The Terms of Service and any action related thereto shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles, and consistent with the Federal Arbitration Act, without giving effect to any laws or principles that would otherwise direct the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Service.

(h) Notice. You may provide notice to Ethring via email at [contact@ethring.io](mailto:contact@ethring.io). Such notice shall be deemed given when received by Ethring and confirmed as transmitted within 24 hours. We do not provide a physical mailing address at this time.

(i) Waiver. Any waiver or failure by Ethring to enforce any provision of these Terms of Service on one occasion will not be construed as a waiver of any other provision or of the same provision on any future occasion. The failure to enforce any provision of these Terms shall not affect Ethring's ability to enforce such provision in the future.

(j) Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that reflects the parties' original intent as closely as possible.

(k) International Users. The Interfaces and Protocols may be accessed from various countries around the world, and may contain references to services or content that are not available in your country. These references do not imply that Ethring intends to announce such services or content in your country. The Interfaces and Protocols are offered from the United States, and Ethring makes no representations or warranties that the Interfaces or Protocols are appropriate or available for use in other jurisdictions. Users accessing the Interfaces or Protocols from countries outside the United States do so at their own risk and are responsible for ensuring compliance with local laws and regulations.

(l) Entire Agreement. These Terms of Service constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede and replace all prior discussions, agreements, and understandings between the parties concerning the same subject matter. No other terms or conditions shall apply except as expressly agreed to in writing by both parties.