

Donor Terms of Use

Welcome to the Angel Protocol fundraising platform (the “Platform”), powered by Angel Protocol (“Angel Protocol,” “we,” “us,” or “our”). Angel Protocol connects donors (“Donors,” “you” or “your”) with charities through our platform and enables donors with a tool to donate cryptocurrencies to qualified participating nonprofit organizations (“Participating Organizations”) to advance their charitable missions. The Platform allows holders of certain digital assets to donate their assets to Participating Organizations’ smart contracts on the Terra blockchain. The Platform allows Donors to contribute these assets to yield-accruing endowment accounts held by Participating Organizations. These Terms of Use (the “Terms” or “Agreement”) are a binding contract between you and Angel Protocol and explains our commitments to you and our requirements of you as a Donor. Please read this Agreement carefully.

By using our Platform, you acknowledge and represent that you (i) agree that these Terms are supported by reasonable, valuable and sufficient consideration, (ii) acknowledge the receipt of such consideration, and (iii) state that you have read and understand, and agree to be bound by these Terms. If you do not agree to these Terms you are not permitted to use the Platform. You further represent that your access and use of the Platform will fully comply with all applicable laws and regulations, and that you will not access or use the Platform to conduct, execute, promote, or otherwise engage in any prohibited activity as described in Section 4.

The headings and subheadings are for reference only and do not limit the terms or application of the applicable section. Your trust is very important to us. If you have questions about this Agreement, please contact hi@angelprotocol.io.

1. Our Relationship with You

a. We register qualified Participating Organizations and provide information about them to users of our Platform that are interested in making donations. We take steps to confirm that each Participating Organization is registered as a public charity under Section 501(c)(3) of the Internal Revenue Code. However, each Donor must make their own determination that a Participating Organization is suitable to make a donation. Angel Protocol is not and will not be responsible for ensuring that the information provided by Participating Organizations is accurate or up to date. We do not and cannot control the actions of any Participating Organization or Donor.

b. Through the Platform, we equip Participating Organizations with a tool that allows for the processing and conversion of donations of cryptocurrencies made from Donors to the Participating Organization(s) selected by the Donor. We also facilitate the issuance of tax receipts to Donors for each donation they make to allow Donors to deduct their donations as permitted by applicable tax law.

c. Angel Protocol does not offer or accept any donations. You hereby acknowledge that (i) Angel Protocol does not supervise, direct, control, or monitor the donations and (ii) Angel Protocol expressly disclaim any responsibility and liability for any donation made through the Platform, including but not limited to any warranty or condition of quality or fitness for a

particular purpose, or compliance with any law, regulation, or code. Angel Protocol is only responsible for connecting Donors and Participating Organizations and is not, and will not, be responsible for the use of any donations

2. Privacy. Your personally identifiable information (“PII”), including your name, email address and physical address will be handled in accordance with our Privacy Policy, and unless you have elected to donate anonymously, may be shared with the Participating Organizations. We use commercially reasonable safeguards to preserve the integrity and security of your PII. However, we cannot guarantee that unauthorized third parties will never be able to obtain or use your PII or aggregate data for improper purposes. You acknowledge that you provide your PII and aggregate data at your own risk. By accessing and using the Platform, you understand and consent to our collection, use, and disclosure of your PII and aggregate data.

3. Fees. We do not charge you a fee for using the Platform, however when making a donation to Participating Organization(s) you may incur processing and/or transaction fees.

4. Prohibited Activity. You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Platform,

a. Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.

b. Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.

c. Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.

d. Money Laundering. Activity that violates any applicable law, rule, or regulation concerning the laundering of money. You understand and acknowledges that Angel Protocol is, or may in the future become, subject to money laundering statutes, regulations and conventions of the United States or other international jurisdictions, and you agree to execute instruments, provide information, or perform any other acts as may reasonably be requested by Angel Protocol for the purpose of carrying out due diligence as may be required by Applicable Law. You agree that you will provide Angel Protocol with such information as we reasonably require to comply with applicable anti-money laundering laws or regulations. You understand, acknowledge and agree that to the extent permitted by Applicable Law, Angel Protocol may provide information, including confidential information, to the Financial Crimes Enforcement Network, a bureau of the U.S. Department of the Treasury, or any other agency or instrumentality of the U.S. Government, or as otherwise required by Applicable Law, in connection with a request for information on behalf of a U.S. federal law enforcement agency investigating terrorist activity or money laundering.

e. Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law.

5. Indemnity, Warranties and Disclaimers.

a. You agree to indemnify, hold harmless, and, defend Angel Protocol and its affiliates and each of its and their officers, directors, employees, licensees, agents and vendors from and against all claims, costs, losses, damages, expenses (including attorneys' fees and court costs) and liabilities arising from (i) your use of, or activities in connection with the Platform; or (ii) your violations of these Terms. Angel Protocol reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Angel Protocol' defense of such claim.

b. WE MAKE AVAILABLE THE PLATFORM FOR CHARITABLE PURPOSES, AND NOT FOR COMMERCIAL, FOR-PROFIT PURPOSES. YOU ACKNOWLEDGE THAT THE PLATFORM AND OUR PERFORMANCE HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, DATA ACCURACY OR SYSTEM INTEGRATION. NO WARRANTY IS MADE BY US ON THE BASIS OF TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PERFORMANCE, EFFICIENCY OR AVAILABILITY (INCLUDING "UPTIME") OF THE PLATFORM. NO REPRESENTATION OR WARRANTY IS MADE THAT OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE PLATFORM WILL OPERATE AS EXPECTED OR WILL MEET YOUR PARTICULAR NEEDS OR PURPOSES. YOU ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING ANY LEGAL REQUIREMENTS TO WHICH YOU MAY BE SUBJECT; NOR DO WE MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE APPLICABILITY OF TAX LAWS TO ANY DONOR, SUCH AS, BY WAY OF EXAMPLE, ANY DONOR'S ABILITY TO OBTAIN TAX DEDUCTIONS OR OTHER TAX BENEFITS IN CONNECTION WITH DONATIONS MADE THROUGH THE PLATFORM FOR CHARITY.

c. IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AFFILIATES BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PLATFORM OR THE INFORMATION CONTAINED WITHIN IT. EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE AMOUNT YOU PAID

TO US TO USE THE PLATFORM, OR \$100, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS PARAGRAPH AND THE PRECEDING PARAGRAPH FORM AN ESSENTIAL BASIS OF THE ARRANGEMENT BETWEEN YOU AND US, AND ABSENT THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF OUR LIABILITY SET FORTH ABOVE, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

6. No Professional Advice. All information provided by the Platform is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Platform. Before you make any financial, legal, or other decisions involving the Platform, including whether to use the Platform, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. We do not offer any tax or legal advice. Please consider working with a CPA or attorney to address any questions you may have concerning the impact of using the Platform to make donations.

8. Assumption of Risk. By accessing and using the Platform you represent and warrant that you understand the inherent risks associated with using cryptographic and blockchain based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), luna (LUNA), Terra stablecoin (UST) and other digital tokens such as those following the Ethereum Standard Token (ERC-20). You further understand that the markets for these digital assets are highly volatile due to factors, including but not limited to, adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain based systems such as Ethereum and LUNA are variable and may increase dramatically over time. You further acknowledge that we are not responsible for any of these variables or risks, do not own or control these blockchain based systems, and cannot be held liable for any resulting losses that you experience while accessing or using the Platform. Accordingly you understand and agree to assume full responsibility for all of the risks of accessing and using the Platform.

9. Miscellaneous Terms and Conditions

a. Should any provision of this Agreement be held by a court or other tribunal of competent jurisdiction to be void, illegal, invalid, inoperative, or unenforceable, the remaining provisions of this Agreement shall not be affected and shall continue in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

b. Our failure to partially or fully exercise any right will not be considered a waiver of that right unless we so state in writing to you. The waiver of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. Any remedies made available to us by the terms of this Agreement are cumulative and are without prejudice to any other remedies that may be available to us in law or equity.

c. Any dispute between you and Angel Protocol which cannot be resolved by negotiation shall be submitted to mediation, and if mediation fails, arbitration, under the rules of the American Arbitration Association, or any comparable entity that you and we may subsequently agree upon in writing. Any arbitration award issued by the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, you acknowledge that unauthorized use of our proprietary materials, information or technology may cause irreparable harm to Angel Protocol for which monetary damages would be an inadequate remedy. Accordingly, we have the right, without the necessity of posting bond, to seek injunctive or other equitable relief from any court of competent jurisdiction to protect our rights in intellectual property or confidential information.