

These terms of service and any other terms expressly incorporated herein (“**Terms**”) constitute a legal agreement between Birthday Research Ltd. (the “**Company**”) and you under which you can access and use Meta Scan (the “**Services**”) as accessible through our website, mobile applications, or any other applications as and when available (collectively referred to as, “**Sites**”).

Each of you and Company shall hereinafter be referred to as a “Party”, and collectively, you and Company shall hereinafter be referred to as the “Parties”.

1. SERVICES

- 1.1. Your use of the Services is subject to these Terms as may be amended by us from time to time at our sole and absolute discretion. These Terms shall also include any other operating rules, policies and procedures which we may issue or publish on our Sites from time to time.
- 1.2. We may revise these Terms at any time with or without notice to you and any changes will be uploaded on the Sites. These changes shall take effect from the date of upload and your continued access or use of the Sites and/or the Services from such date shall be deemed to constitute acceptance of the new Terms. It shall be your sole responsibility to check the Sites for such changes from time to time. If you do not agree to these Terms, please exit the Sites and either do not use or cease usage of all the Services immediately.
- 1.3. By accessing, browsing or viewing the Sites, including but not limited to, registering for an account, submitting any information to us or utilising any of the Services as provided and offered by the Company, you:
 - a. agree to be bound by and to abide by the latest version of the Terms. You will be deemed to have signed these Terms and to the extent permitted under applicable laws, you waive any rights or requirements under applicable laws which require a signature, whether original or electronic, and/or delivery of records;
 - b. represent and warrant that in the jurisdiction to which you are subject, you are of legal age to use the Sites and/or the Services and to create binding legal and financial obligations for any liability you may incur as a result of the use of the Sites and/or the Services; and
 - c. represent and warrant that you are not a Disqualified Person/Entity (as defined in Paragraph 2.1 of these Terms) or acting on behalf of a Disqualified Person/Entity.
- 1.4. No information contained in or on, and no part of the following:
 - a. the Sites;
 - b. any electronic sites, communication or applications directly or indirectly linked to the Sites; or
 - c. any other information or document,

shall constitute part of these Terms (unless otherwise stated on the Sites or in these Terms), and no representations, warranties or undertakings are or are intended or purported to be given by the Company in respect of any information contained in or on, or any part of, the items as stated in Paragraphs 1.4(a) to (c) above.

2. DEFINITIONS

In these Terms, unless the context otherwise requires:

“**Address**” means an address on the applicable digital ledger or blockchain network;

“**Affiliate**” means, with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person.

“**Applicable Laws**” means all relevant or applicable statutes, laws (including any reporting and/or withholding tax requirements of any government), rules, regulations, directives, circulars, notices, guidelines and practice notes of any Governmental Authority;

“**API**” means application programming interface(s) made available by the Company or third parties to allow access to the Service, Supplier’s Platform, and/or third-party services integrated with or facilitating the use of the foregoing;

“**Digital Asset**” means any cryptographic asset, digital asset or virtual currency including but not limited to the Supported Digital Assets;

“**Disqualified Person/Entity**” means (a) any person or body corporate seeking to access the Sites / use the Services from within the Excluded Jurisdictions; (b) any person or body corporate who or which is currently the subject of any sanction administered by the OFAC or any other United States government authority, is designated as a "Specially Designated National" or "Blocked Person" by OFAC; (c) any person (being a natural person) who is citizen of, domiciled in, or resident of, a country whose laws prohibit or conflict with the access of the Sites or use of Services; and/or (d) anybody corporate that is incorporated in, domiciled in, or organised in, a country whose laws prohibit or conflict with the access of the Sites or use of Services;

“**Excluded Jurisdiction**” means the jurisdictions that are part of the active sanctions programs administered by OFAC at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>;

“**Fork**” means a change in the existing source code or the creation of new or additional source code for a blockchain;

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either you, the Company, the Supported Digital Assets and/or the Services;

“**Indemnified Persons**” has the meaning ascribed to it in Paragraph 8.1 of these Terms;

“**Loss**” means any and all losses, claims, liabilities, damages, suits, actions, demands, proceedings, costs, charges and/or expenses of whatsoever nature or howsoever arising, including any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue and income or profits and/or any actual or hypothetical gains);

“**Network Attack & Vulnerabilities**” means hacks, cyber-attacks, network attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks, 51% or network attacks), distributed denials of service or errors, or any attacks, vulnerabilities or defects on the network;

“**Network Fees**” means such transaction cost payable, whether denominated in Digital Assets or otherwise, for the use of or execution of transactions on a network;

“**OFAC**” means the United States Office of Foreign Assets Control of the United States Department of the Treasury;

“**Prohibited Uses**” has the meaning ascribed to it in Paragraph 10.3 of these Terms;

“**Services**” means the services and/or content provided by the Company on or through the Sites or otherwise, but shall not include any Third Party Integrated Applications;

“**SIAC**” means the Singapore International Arbitration Centre;

“**Third Party Integrated Applications**” means the third party applications and interfaces which are integrated to the Sites;

“**Third Party Wallet**” means the device or program that stores your cryptocurrency keys and allows you to access your coins, also known as a cryptocurrency wallet, that is managed by a third party.

“**User**” means a person or body corporate accessing or using the Sites / the Services;

3. USER ELIGIBILITY

- 3.1. Access to the Sites is intended for and extended only to, and the Services are intended for and extended only to, a person or body corporate who is not a Disqualified Person/Entity.
- 3.2. Accordingly, you are not eligible to access the Sites or use the Services if you are a Disqualified Person/Entity. If you are a Disqualified Person/Entity, or if you are acting on behalf of a Disqualified Person/Entity, you should exit the Sites and cease usage of all Services immediately.

4. SERVICES

- 4.1. We do not act as your fund manager, trustee or investment adviser, and have no trust or other obligations in respect of your Digital Assets, third-party wallets, or smart contracts other than those expressly specified in these Terms.
- 4.2. The Company reserves the right to vary the scope and provision of the Services and may suspend or terminate the Services or any part of the Services, at its discretion and without prior notice to you.

- 4.3. We may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
- 4.4. If we decide to discontinue access to the Services in part or in full:
 - a. we shall notify you in writing of such discontinuation; and
 - b. you acknowledge and agree that you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Company in relation to such discontinuation.
- 4.5. **Vulnerabilities.** The Company utilises open-source software for its Services and/or the Sites. You understand and acknowledge that the Company has no control or oversight over such open-source software, and there is a possibility that there might be operational risks, development insufficiencies, compatibility issues, and other vulnerabilities and risks resulting from or associated with the open-source software. Accordingly, by using the Sites and/or the Services, you expressly agree that the Company and/or any of its respective officers, directors, agents, employees or representatives shall not be liable for any Loss arising out of or in connection with the use of open-source software for the Services, even if we are advised of or knew or should have known of the possibility of the same.
- 4.6. **Third-Party Wallet Support Services**
 - 4.6.1. By connecting your third-party wallet to the Sites, you agree that you are using that wallet under the terms and conditions of the third-party wallet provider.
 - 4.6.2. Third-party wallets are not operated by, maintained by, or affiliated with the Company, and the Company does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. The Company accepts no responsibility for, or liability to you, in connection with your use of a third-party wallet and makes no representations or warranties regarding how the Services will operate with or whether the Sites and/or Services will be compatible with any specific wallet.
 - 4.6.3. No endorsement or approval of any third-party website, wallet, or DeFi application is expressed or implied by the fact that they have been made available via the Sites and/or the Services.
 - 4.6.4. You are solely responsible for keeping your third-party wallet secure. If you discover an issue related to your wallet, please contact your third-party wallet provider. Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you as a result of your third-party wallet being compromised.
- 4.7. **APIs**
 - 4.7.1. At its sole discretion, the Company may provide integration of the Services with APIs.
 - 4.7.2. Where the APIs are provided by third-parties (including the Company's Affiliates):

- 4.7.2.1. the Company does not review the APIs (and content available through the API) for accuracy, completeness or reliability, and does not warrant or guarantee the accuracy, completeness, reliability or any other aspect of the foregoing;
- 4.7.2.2. the Company does not make any, and expressly disclaims all, warranties and statutory guarantees with respect to the performance of the APIs, including as related to availability, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising out of any course of dealing, course of performance or usage in trade, to the maximum extent as permitted by the Applicable Laws;
- 4.7.2.3. the Company shall not be liable whether in tort (including for negligence and gross negligence), contract, misrepresentation, restitution or otherwise for any Loss however arising from the use of the APIs, even if the Company was advised of or knew or should have known of the possibility of the Loss;
- 4.7.2.4. the use of the APIs may be subject to additional end-user licensing terms which you may be subject to through use of the APIs; and
- 4.7.2.5. the APIs, and the Company's integration with them, are made available on an "as is", "where is", "if applicable" and "where available" basis.

5. THIRD-PARTY SERVICES AND CONTENT

- 5.1. In using our Services, you may view content or utilize services that are provided or otherwise made available by third parties, including links to web pages and services of such parties ("**Third-Party Content**"). You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
- 5.2. In particular, the Services may display, include, or make available third-party content (including data, information, smart contracts, and other materials). You acknowledge and agree that the Company is not responsible for Third-Party Content, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Content. Third-Party Content is provided solely as a convenience to you, and you access and use them entirely at your own risk.
- 5.3. We do not control, endorse or adopt any Third-Party Content and will have no responsibility for Third-Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. You agree that we shall not be liable in any way for any loss or damage of any kind incurred as a result of the use of any such content.

- 5.4. The integration or inclusion of Third-Party Content does not imply an endorsement or recommendation.
- 5.5. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk. Your access and use of the Third-Party Content may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party. We have no control over and are not responsible for such Third-Party Content, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Content, or on the privacy practices of Third-Party Content.
- 5.6. You assume all risks associated with the use of the Service and any related transactions. You agree to hold harmless the Company and its Affiliates, employees, agents, and partners from any and all claims, damages, losses, or liabilities arising from or related to your use of the Service or any cryptocurrency transactions. This provision is intended to be a broad release of liability and is not a complete statement of the rights and obligations of the parties. It is not intended to and does not create any contractual or legal rights in or on behalf of any party.

6. ACCEPTABLE USE POLICY

- 6.1. When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. You must not:
 - a. Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
 - b. Use our Services to support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money-laundering, or terrorist activities;
 - c. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
 - d. Engage in Automated Data Collection (scraping) unless such Automated Data Collection is confined solely to search indexing for display on the Internet;
 - e. Engage in the reproduction of any content posted (such as public labels or name tags) or extracted from our APIs, CSV exports or our website or any of our affiliate websites without our prior consent or authorization.
 - f. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
 - g. Introduce to the Services any virus, trojan worms, logic bombs or other harmful material;
 - h. Develop any third-party applications that interact with our Services without attributing the Company's contributions to the Services;
 - i. Provide false, inaccurate, or misleading information; and
 - j. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

7. INTELLECTUAL PROPERTY

- 7.1. Unless otherwise indicated by us, the Company and/or our Affiliates has proprietary rights to/over all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the Company's logo and all designs, text, graphics, pictures, information, data, source code, software, sound files, other files and the selection and arrangement thereof (collectively, "**Company Materials**"), and these Company Materials are protected by copyright laws and other intellectual property rights laws.
- 7.2. Unauthorized use and/or duplication of this material without express and written permission from the Company is strictly prohibited. Excerpts and links may be used, provided that full and clear credit is given to the Company with appropriate and specific direction to the original content.

8. DISCLAIMER OF WARRANTIES

- 8.1. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AND EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ANY RIGHTS RELATING TO OR IN RESPECT OF, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.
- 8.2. THE COMPANY DOES NOT MAKE ANY WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED THAT THE SERVICE WILL FUNCTION UNINTERRUPTED, THAT IT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, THAT IT IS TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE, UP-TO-DATE, OR THAT ANY ERRORS WILL BE CORRECTED. YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RESPONSIBILITY AND RISK. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- 8.3. THE COMPANY ALSO DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY OPEN-SOURCE SOFTWARE (OSS) OR FREE SOFTWARE THAT MAY BE INCLUDED IN, UTILIZED BY, OR ACCOMPANY THE SERVICES. THE COMPANY HEREBY DISCLAIMS ALL LIABILITY TO YOU OR ANY THIRD PARTY RELATED TO ANY SUCH SOFTWARE THAT MAY BE INCLUDED IN OR ACCOMPANY THE SERVICES.

9. LIMITATION OF LIABILITY

- 9.1. EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL THE COMPANY, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, OR OTHER INTANGIBLE LOSSES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE SITES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED

BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM THE SITES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS OR SERVICES.

- 9.2. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

10. INDEMNITY

- 10.1. You agree to defend, indemnify and hold harmless the Company (and each of our officers, directors, members, employees, agents and affiliates) (the "**Indemnified Persons**") from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to:
- a. your use of, or conduct in connection with, our Services;
 - b. any feedback you provide;
 - c. your violation of these Terms; or
 - d. your violation of any rights of any other person or entity.
- 10.2. The Company will provide notice to you of any such claim, suit, or proceeding. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting the Company's defense of such matter. You may not settle or compromise any claim against the Company without the Company's written consent.

11. MISCELLANEOUS

- 11.1. **Governing law.** These Terms shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.
- 11.2. **Dispute resolution.** Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration in Singapore in accordance with the rules of the Singapore International Arbitration Centre ("**SIAC**") for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore. The tribunal shall consist of a sole arbitrator, with reasonable experience, qualifications and/or knowledge in blockchain technologies, to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. This arbitration agreement shall be governed by the laws of the Republic of Singapore.
- 11.3. **Entire Agreement; Order of Precedence.** These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the

Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with the Company for the Services or for any other product or service by the Company or otherwise. In the event of any conflict between these Terms and any other agreement you may have with the Company, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement. Each Party irrevocably submits to the non-exclusive jurisdiction of the Courts of the Republic of Singapore to support and assist the arbitration process pursuant to this Clause, including if necessary the grant of interlocutory relief pending the outcome of that process.

- 11.4. **Amendment.** We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. Amended Terms will become effective immediately on the date they are posted to the Services unless we state otherwise via our notice of such amended Terms. Any amended Terms will apply prospectively to use of the Services after such changes become effective. Your continued use of the Services following the effective date of such changes will constitute your acceptance of such changes. If you do not agree to any amended Terms, you must discontinue using the Services.
- 11.5. **Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms will not operate as a waiver thereof.
- 11.6. **Third Party rights.** The Contracts (Rights of Third Parties) Act 2001 of the Republic of Singapore, as may be modified, amended or supplemented from time to time, shall apply to these Terms. HOWEVER, provided always that save for the Company and the Indemnified Persons who shall have rights to the extent accorded to it under these Terms, a person who is not a Party shall not have any rights whatsoever under these Terms or to enforce these Terms.
- 11.7. **Severability.** The invalidity or unenforceability of any of these Terms will not affect the validity or enforceability of any other of these Terms, all of which will remain in full force and effect. The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 11.8. **Force Majeure Events.** The Company will not be liable for any loss or damage arising from any event beyond the Company's reasonable control, including, but not limited to: (i) any act, event or occurrence (including without limitation any strike, riot or civil unrest, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from providing the Services; (ii) the suspension or closure of any exchange or the nationalisation, government sequestration, abandonment or failure of any instrument on which we are based, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; (iii) periods of high volume, illiquidity, or volatility in any such market for any Digital Asset or market disruption of any kind; (iv) the occurrence of an excessive movement in the level of any transaction and/or exchange or our anticipation (acting reasonably) of the occurrence of such a movement; (v) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or (vi) the failure of any relevant supplier, financial institution, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations (each, a "**Force Majeure Event**"). We may, in our

reasonable opinion, determine that a Force Majeure Event exists. If we determine that a Force Majeure Event exists, we may without notice and at any time, acting reasonably, take such steps as we deem reasonable to mitigate any adverse effects of the Force Majeure Event, but shall not be liable to you for the nature of such decisions or any related acts of omissions.

- 11.9. **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from the Company, including by operation of law or in connection with any change of control. The Company may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.