

Terms of Use

1. Introduction

In the General Terms of Use ("Terms"), "Pledge", "we" and "us" refers Pledge.finance and we own and operate the website pledge.finance("the Site"). These Terms apply to you as a user of the Site and Pledge, including all the products, services, tools and information available on the Site.

Please read these Terms carefully before using the Site. These Terms apply to any person accessing the Site and by using the Site you agree to be bound by them. You should not access the Site if you think rules of the platform offend your right and interests. By using the Site in any capacity, you agree that you have read and understood these Terms.

Please read these Terms carefully to ensure that you understand each provision. This agreement contains a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

You are advised to check these Terms periodically to ensure that you are aware and comply with the current version of these Terms. Changes are binding on users of the Site and will take effect immediately from posting of the revised documentation on the Sites. You agree to be bound by such variation and continued use of the Site shall constitute acceptance of such variation.

Pledge will indicate on the Site of the changes to these Terms. You accept by doing so, we provide you with sufficient notice of such change.

Our Privacy Policy and Cookie Policy also apply to your use of the Site.

2. The Site of Pledge.Finance

As part of the Site, Pledge provides access to a decentralized finance application on the Ethereum blockchain, that allows lenders or borrowers of Ethereum assets to transact using smart contracts.

3. Eligibility

To access or use the Interface, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least eighteen years old and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface. You further represent that you are not a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, or where your use of the Interface would be illegal or otherwise violate any applicable law. You further represent that your access and use of the Interface will fully comply with all applicable laws and regulations, and that you will not access or use the Interface to conduct, promote, or otherwise facilitate any illegal activity.

4. Assumption of Risk

By accessing and using the Interface, you represent 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 ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (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 are variable and may increase dramatically at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to the Protocol. If you borrow digital assets from the Protocol, you will have to supply digital assets of your own as collateral. If your collateral declines in value such that it is no longer sufficient to secure the amount that you borrowed, others may interact with the Protocol to seize your collateral in a liquidation event. You further acknowledge that we are not responsible for any of these variables or risks, do not own or control the Protocol, and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface and interacting with the Protocol.

5. Access to the Site

Access to the Site is provided “as is” and “as available” basis only. We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended or restricted, including because of a fault, error or unforeseen circumstances or because we are carrying out planned maintenance.

We reserve the right to limit the availability of the site to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the site, at any time and in our sole discretion.

We may suspend or disable your access to the Site if we consider it reasonable to do so, e.g. you breach these Terms.

We may remove or amend the content of the Site at any time. However, some of the content may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

We will not be liable to you for any loss or damage you may suffer as a result of the Site being unavailable at any time for any reason.

You will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the site.

You agree to access and use the Site only for its intended purpose and will not attempt to:

- (1) Make commercial use of the Site or any of its content without our express permission;
- (2) Attempt to hack, make unauthorised alterations to, gain unauthorised access to, or introduce any kind of malicious code to the Site by any means;
- (3) Reverse engineer or decompile (whether in whole or in part) any software available through the Site;
- (4) Make copies, modify, reproduce, transmit, alter or distribute all or any part of the Site or any material or information contained in it;
- (5) Use the Site for any purpose that is unlawful;
- (6) Use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (known as

'phishing');

(7) Use the Site in any manner that disrupts its operation;

(8) Disguise or interfere in any way with the IP address of the computer you are using to access the Sites or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using whilst accessing the Site.

You acknowledge that the Site and your use of the Site contain certain risks, including without limitation the following risks:

(1) That any Smart Contracts you interact with are entirely your own responsibility and liability, and that Pledge is not party to the Smart Contracts;

(2) At any time, your access to your cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use of your cryptocurrency assets which may result in the cryptocurrency assets diminishing in value or you being unable to complete a Smart Contract;

(3) If you are a borrower of cryptocurrency assets and if your collateral declines such that your collateral is no longer sufficient to secure your borrowed cryptocurrency assets, other users may seize your collateral to close out your borrowed cryptocurrency asset balance;

(4) And site and/or application may be suspended or terminated for any or no reason, which may limit your access to your cryptocurrency assets.

6. Privacy Policy and Cookie Policy

Certain areas of our website may record and collect information about you. You can find more information about how we will process your personal information in our Privacy Policy.

When you use the Site, we may collect information about your computer and your interaction with the Site. See our Cookie Policy for more information.

7. Intellectual Property Rights

We are the owner of all intellectual property rights in the Site and the material published on them. These works are protected by copyright laws and all such rights are reserved.

pledge.finance is the uniform resource locator ('URL') of Pledge. You will not make use of this URL (or any other URL owned by us) on another website or digital platform without our prior written consent.

You agree not to monitor, use or copy our web pages without our prior consent. Any unauthorised use or reproduction may be prosecuted.

You will retain ownership of all copyright in data you upload or submit to the Site. You grant us a worldwide, royalty-free, irrevocable licence to use, copy, distribute or publish and send this data in any manner.

8. Disclaimers

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and

platform in order to access the Site. You should use your own virus protection software.

We cannot promise that the use of the Site, or any content taken from the Site, will not infringe the rights of any third party.

The content and materials available on the Site are for informational purposes only and is not intended to address your particular requirements. In particular, the content and materials available on the Site does not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services and is not intended to be relied upon by you in making any specific investment or other decisions. We recommend that you seek independent advice from financial advisory before making any such decision.

Nothing included in the site constitutes an offer or solicitation to sell, or distribution of, investments and related services to anyone in any jurisdiction.

From time to time, reference may be made to data we have gathered. These references may be selective or, may be partial. As markets change continuously, previously published information and data may not be current and should not be relied upon.