

## Eternal Labs Limited Terms & Conditions

Last updated: 4 April 2024

THE SERVICES (AS DEFINED HEREIN) WERE NOT DEVELOPED FOR, AND ARE NOT AVAILABLE TO PERSONS OR ENTITIES WHO RESIDE IN, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE OR PRINCIPAL PLACE OF BUSINESS IN THE UNITED STATES OF AMERICA (COLLECTIVELY, “BLOCKED PERSONS”).

MOREOVER, THE SERVICES ARE NOT OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE OR PRINCIPAL PLACE OF BUSINESS IN ANY RESTRICTED JURISDICTION OR COUNTRY SUBJECT TO ANY SANCTIONS OR RESTRICTIONS PURSUANT TO ANY APPLICABLE LAW, INCLUDING ALGERIA, BANGLADESH, BOLIVIA, BELARUS, THE CRIMEA REGION, CUBA, DONETSK, THE DEMOCRATIC REPUBLIC OF CONGO, EGYPT, IRAN, IRAQ, IVORY COAST, LIBERIA, LIBYA, LUHANSK, MALI, MOROCCO, MYANMAR (BURMA), NEPAL, NORTH KOREA, OMAN, QATAR, SOMALIA, SUDAN, SYRIA, TUNISIA, VENEZUELA, YEMEN, ZIMBABWE, OR ANY OTHER COUNTRY TO WHICH THE UNITED STATES, THE UNITED KINGDOM, THE EUROPEAN UNION OR ANY OTHER JURISDICTIONS EMBARGOES GOODS OR IMPOSES SIMILAR SANCTIONS, OR ANY JURISDICTIONS IN WHICH THE SALE OF CRYPTOCURRENCIES ARE PROHIBITED OR RESTRICTED IN ANY FORM OR MANNER (COLLECTIVELY, THE “RESTRICTED JURISDICTIONS” AND EACH A “RESTRICTED JURISDICTION”) OR ANY PERSON OWNED, CONTROLLED, LOCATED IN OR ORGANIZED UNDER THE LAWS OF ANY RESTRICTED JURISDICTION OR AFFILIATED WITH ANY SUCH PERSON (COLLECTIVELY, “RESTRICTED PERSONS”). THERE ARE NO EXCEPTIONS. IF YOU ARE A BLOCKED PERSON OR A RESTRICTED PERSON, THEN DO NOT USE OR ATTEMPT TO USE THE SERVICES. USE OF ANY TECHNOLOGY OR MECHANISM, SUCH AS A VIRTUAL PRIVATE NETWORK (“VPN”), TO CIRCUMVENT OR ATTEMPT TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN OR THE GEOFENCES USED BY OR ON BEHALF OF ETERNAL IS STRICTLY PROHIBITED.

BY USING THE SERVICES, YOU REPRESENT THAT (1) YOU ARE NOT A BLOCKED PERSON OR RESTRICTED PERSON; AND (2) YOU (INCLUDING, IF APPLICABLE, YOUR INDIVIDUAL OWNERS, REPRESENTATIVES, EMPLOYEES, OR ANY OTHER PERSON WITH ACCESS TO YOUR SERVICES ACCOUNT) WILL NOT COORDINATE, CONDUCT OR CONTROL (INCLUDING BY, IN SUBSTANCE OR EFFECT, MAKING DECISIONS WITH RESPECT TO) YOUR USE OF THE SERVICES FROM WITHIN THE UNITED STATES OF AMERICA OR ANY RESTRICTED JURISDICTION.

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT YOU ARE NOT PERMITTED TO MODIFY, DISASSEMBLE, DECOMPILE, ADAPT, ALTER, TRANSLATE, REVERSE ENGINEER OR CREATE DERIVATIVE WORKS OF THE SERVICES TO MAKE IT AVAILABLE TO ANY BLOCKED PERSONS OR RESTRICTED PERSONS.

These terms of use, together with any documents and additional terms they expressly incorporate by reference, which includes any other terms and conditions or other agreement that Eternal Labs Limited and its affiliates (“Eternal Labs”, “we,” “us” and “our”) posts publicly or makes available to you or the company or other legal entity you represent (“you” or “your”) (collectively, these “Terms”), are entered into between Eternal and you concerning your use of, and access to the Eternal Network and Eternal Exchange (collectively, the “Services”).

If the user engages with the Services under authority from a different party or on another party’s behalf, then “you” (and its variants, including “your,” “yours,” etc.) as used herein refers to that person on whose behalf the Services is used (e.g., an employer). If the person engaging with our Services is an individual, acting in their own individual capacity, then “you” (and its variants) refers to that individual. If you have anyone using the Services on your behalf, you agree that you are responsible for the actions and inactions of all such persons, as they were your own.

Please read these Terms carefully, as these Terms govern your use of the Services. These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Services. By clicking “I agree” (or a similar language) to these Terms, acknowledging these Terms by other means, or otherwise accessing or using the Services, you accept and agree to be bound by and to comply with these Terms, including the mandatory arbitration provision in Section 16. If you do not agree to these Terms, then you must not access or use the Services.

Please carefully review the disclosures and disclaimers set forth in Section 12 in their entirety before using the Services. The information in Section 12 provides important details about the legal obligations associated with your use of the Services. By accessing or using the Services, you agree that Eternal does not provide execution, settlement, or clearing services of any kind and is not responsible for the execution, settlement, or clearing of transactions automated through the Services.

## 1. MODIFICATIONS TO THESE TERMS

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by providing notice through the Services or updating the “Last Updated” date at the top of these Terms. Unless we state otherwise in our notice, all such modifications are effective immediately, and your continued use

of the Services after we provide that notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, then you must stop using the Services.

## 2. USE OF SERVICES

The Services include the Eternal Exchange (the front-end interface), and our back-end, the Eternal

Network. You may create your own front-ends to interface with the Eternal Network. YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT CREATE, CONTROL, OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ANY ALTERNATIVE FRONT-ENDS THAT YOU OR OTHER USERS MAY UTILIZE IN CONNECTION WITH THE SERVICES. WE HEREBY DISCLAIM ANY AND ALL RISKS ASSOCIATED WITH THE USE OF SUCH ALTERNATE FRONT-ENDS. YOU AGREE TO DEFEND, INDEMNIFY US AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING IN CONNECTION WITH YOUR BUILDING OR USE OF ALTERNATIVE FRONT-ENDS.

Using the Eternal Network will require you to connect your digital wallet.

As a condition to accessing or using the Services, you represent and warrant the following:

- if you are entering into these Terms as an individual, then you are of legal age to form a binding contract in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them; if you are entering into these Terms by or on behalf of a legal entity or another individual, then you represent and warrant that you have the legal authority to accept these Terms on that entity's or individual's behalf, and bind them;
- if you are entering into these Terms to access the Services or will in the future access the Services, you are not a Blocked Person or Restricted Person;
- you will not use or access the Services, directly or indirectly, for, on behalf of, for the benefit of, or in connection with any Blocked Persons, Restricted Persons, and/or Restricted Jurisdictions;
- you do not, and will not, use a VPN or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Services; and
- your access to the Services (a) is not prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Eternal, you, the Services, or as otherwise duly

enacted, enforceable by law, the common law or equity (collectively, “Applicable Laws”); and (b) does not contribute to or facilitate any illegal activity.

As a condition to accessing or using the Services, you acknowledge and agree to the following:

- from time to time, the Services may be inaccessible or inoperable for any reason, including: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that Eternal or any of our suppliers or contractors may undertake from time to time; (c) causes beyond Eternal’s control or that Eternal could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;
- we reserve the right to disable or modify access to the Services by any means (whether automated or not) at any time, including, if we reasonably believe any of your representations and warranties may be untrue or inaccurate or if you violate these Terms, and **WE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES YOU MAY SUFFER AS A RESULT OF OR IN CONNECTION WITH THE SERVICES BEING INACCESSIBLE TO YOU AT ANY TIME OR FOR ANY REASON**;
- the Services may evolve, which means Eternal may apply changes, replace, or discontinue (temporarily or permanently) the Services at any time in our sole discretion;
- the pricing information and other data provided on the Services does not represent (i) an offer, a solicitation of an offer, or recommendation to enter into, a transaction with Eternal (other than the payment of fees to Eternal) or (ii) any advice regarding a transaction entered into using the Services;
- Eternal does not act as an agent for you or any other user of the Services;
- you are solely responsible for your use of the Services, including all of your transfers of digital assets;
- **TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, WE OWE NO FIDUCIARY DUTIES OR LIABILITIES TO YOU OR ANY OTHER PARTY, AND TO THE EXTENT ANY SUCH DUTIES OR LIABILITIES MAY EXIST AT LAW OR IN EQUITY, YOU HEREBY IRREVOCABLY DISCLAIM, WAIVE, AND ELIMINATE THOSE DUTIES AND LIABILITIES;**
- you are solely responsible for reporting and paying any taxes applicable to your use of the Services;
- we have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so, and if you experience a problem with any transactions in digital assets using the Services, then you bear the entire risk;

- we may, from time to time, operate contests, promotions, sweepstakes or other activities or offer referral programs (“Promotions and Referrals”), which may be governed by separate terms and conditions and rules that may contain certain eligibility requirements; and you are responsible for reading all terms and conditions and rules relating to the Promotions and Referrals to determine whether you are eligible to participate; if you enter or participate in any Promotions and Referrals, then you agree to abide by and to comply with all terms and conditions and rules of such Promotions and Referrals; all Promotions and Referrals will be optional so you should not enter or participate in such Promotions and Referrals if you do not agree to abide by and comply with all such terms and conditions and rules;
- if you receive discounts on fees from any Promotions and Referrals that are not subject to separate terms and conditions and rules, then Eternal reserves the right to add to, modify or eliminate the discounts and any other aspect of such Promotions and Referrals; and
- from time to time, we may block your access to your wallet or we may block you from using the Services in whole or in part if you or your wallet have been flagged as high risk for breach of sanctions, fraud or other improper or unlawful activity.

As a condition to accessing or using the Services, you covenant the following:

- you will obey all Applicable Laws in connection with using the Services, and you will not use the Services if the laws of your country, or any other applicable law, prohibit you from doing so;
- any digital assets you use in connection with the Services are either owned by you or you are validly authorized to carry out actions using such digital assets; and
- in addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will (a) ensure that, at all times, all information that you provide on the Services and during your use of the Services is current, complete, and accurate; and (b) maintain the security and confidentiality of your private keys associated with your public Ethereum address, passwords, API keys, and other related credentials.
- You agree that we are not responsible for holding your private keys, and that it is solely your responsibility to protect them from unauthorized access or use and to keep them safe, as we cannot help you recover private keys if you lose them.
- You further agree to hold us harmless from and against any claims that you may have or that may arise if we block you from using or accessing your wallet or from using the Services due to our good faith belief that your wallet is associated with fraudulent, suspicious, or other improper or illegal activity.

### 3. FEES AND PRICE ESTIMATES

In connection with your use of the Services, unless expressly stated otherwise pursuant to a promotion operated by Eternal, you are required to pay all fees necessary for interacting with the

Ethereum blockchain, including “gas” costs, as well as all other fees reflected on the Services at the time of your use of the Services. Although we attempt to provide accurate fee information, this information reflects our estimates of fees, which may vary from the actual fees paid to use the Services and interact with the Ethereum blockchain.

#### 4. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES

All information provided in connection with your access and use of the Services 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 Services or any other information that we make available at any time, including blog posts, data, articles, links to third-party content, Discord content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

We provide no financial advisory services, and no information contained on the Services or that we post elsewhere is financial or investment advice. You use all information on the Services and other information we post at your own risk.

#### 5. PROHIBITED ACTIVITY

You may not use the Services to engage in the categories of activity set forth below (“Prohibited Uses”). The specific activities set forth below are representative, but not exhaustive, of Prohibited Uses. If you are uncertain as to whether your use of the Services involves a Prohibited Use or have other questions about how these requirements apply to you, then please contact us at [eternal-cefi.com](http://eternal-cefi.com). By using the Services, you confirm that you will not use the Services to do any of the following:

- violate any Applicable Laws including any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as the Bank Secrecy Act and the U.S. Department of Treasury’s Office of Foreign Asset Controls;
- engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under Applicable Law, including sales, distribution or access to counterfeit music, images, movies, software or other materials without the appropriate authorization from the rights holder;
- use Eternal’s or our licensors’ intellectual property, name or logo, including Eternal’s trade name or trademarks or service marks, without express consent from Eternal or in a manner that otherwise harms Eternal;
- take any action that implies an untrue endorsement by or affiliation with Eternal;

- engage in improper or abusive trading practices, including (a) any fraudulent act or scheme to defraud, deceive, trick or mislead; (b) trading ahead of another user of the Services or front-running; (c) fraudulent trading; (d) accommodation trading; (e) fictitious transactions; (f) pre-arranged or non-competitive transactions; (g) cornering, or attempted cornering, of any smart contracts; (h) violations of bids or offers; (i) spoofing; (j) manipulation; (k) spoofing; (l) knowingly making any bid or offer for the purpose of making a market price that does not reflect the true state of the market; or (m) entering orders for the purpose of entering into transactions without a net change in either party's open positions but a resulting profit to one party and a loss to the other party, commonly known as a "money pass";
- use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- circumvent any content-filtering techniques, security measures or access controls that Eternal employs on the Services, including through the use of a VPN;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services, to extract data, or to introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Services;
- provide false, inaccurate, or misleading information while using the Services or engage in activity that operates to defraud Eternal, other users of the Services or any other person;
- use or access the Services to transmit or exchange digital assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism or tax evasion;
- use the Services in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable, or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance or violent acts against others;
- use the Services from a jurisdiction (including an IP address in a jurisdiction) that we have, in our sole discretion, determined is a jurisdiction where the use of the Services is prohibited, including the United States of America or any Restricted Jurisdiction;
- harass, abuse or harm another person, including Eternal's employees and service providers;
- impersonate another user of the Services or otherwise misrepresent yourself; or
- engage or attempt to engage, or encourage, induce or assist any third party to engage or attempt to engage in any of the activities prohibited under this Section 5 or any other provision of these Terms.

## 6. CONTENT

You hereby grant to us a royalty-free, fully paid-up, sublicensable (through multiple tiers), transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of display, perform, publish, display and distribute, in any form, medium or manner, any content that is available to other users as a result of your use of the Services (collectively, “Your Content”), including for promoting Eternal and the Services. You represent and warrant that (a) you own Your Content or have the right to grant the rights and licenses in these Terms; and (b) Your Content and our use of Your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party’s rights.

## 7. PROPRIETARY RIGHTS; DIGITAL ASSETS

You acknowledge that certain aspects of the Services may use, incorporate or link to certain open-source components and that your use of the Services is subject to, and you will comply with, any applicable open-source licenses that govern any such open-source components (collectively, the “Open-Source Licenses”). Without limiting the generality of the foregoing, you may not (a) resell, lease, lend, share, distribute, or otherwise permit any third party to use the Services; (b) use the Services for time-sharing or service bureau purposes; or (c) otherwise use the Services in a manner that violates the Open-Source Licenses.

Excluding third-party software that the Services incorporate, as between you and Eternal, Eternal owns the Services and all portions thereof, including all technology, content and other materials used, displayed or provided on or in connection with the Services (including all intellectual property rights therein and thereto, whether or not subject to the Open-Source Licenses).

Any of Eternal’s product or service names, logos, and other marks used on the or as a part of the Services, including Eternal’s name and logo, are trademarks owned by Eternal or our licensors. You may not copy, imitate, or use them without the prior written consent of Eternal or the applicable licensors, and these Terms do not grant you any rights in those trademarks. You may not remove, obscure, or alter any legal notices displayed in or along with the Services.

The Services are non-custodial. When you deposit digital assets into any Eternal -developed smart contract, you retain control over those digital assets at all times. The private key associated with the Ethereum address from which you transfer digital assets is the only private key that can control the digital assets you transfer into the Eternal -developed smart contracts. In some cases, you may withdraw digital assets from any Eternal -developed smart contract only to the Ethereum address from which you deposited the digital assets.

## 8. LINKS

The Services provide, or third parties may provide, links to other World Wide Web or accessible sites, applications, or resources. YOU ACKNOWLEDGE AND AGREE THAT ETERNAL IS NOT RESPONSIBLE FOR THE AVAILABILITY OF SUCH EXTERNAL SITES, APPLICATIONS, OR RESOURCES, AND DOES NOT ENDORSE AND IS NOT

RESPONSIBLE OR LIABLE FOR ANY CONTENT, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH SITES OR RESOURCES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS, OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH SITE OR RESOURCE.

## 9. MODIFICATION, SUSPENSION, AND TERMINATION

We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable (temporarily or permanently) the Services, in whole or in part, for any reason whatsoever, including to only allow open smart contracts to be closed. Upon termination of your access, your right to use the Services will immediately cease. **WE WILL NOT BE LIABLE FOR**

**ANY LOSSES SUFFERED BY YOU RESULTING FROM ANY MODIFICATION TO ANY SERVICES OR FROM ANY MODIFICATION, SUSPENSION OR TERMINATION, FOR ANY REASON, OF YOUR ACCESS TO ALL OR ANY PORTION OF THE SERVICES OR ANY PORTION THEREOF.**

The following sections of these Terms will survive any termination of your access to the Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17 and 18.

## 10. RISKS

By utilizing the Services in any way, you understand and agree to the inherent risks associated with cryptographic systems and blockchain-based networks; digital assets, including the usage and intricacies of native digital assets, like ether (ETH); smart contract-based tokens, including fungible tokens and NFTs; and systems that interact with blockchain-based networks. Eternal does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks, including the Ethereum blockchain, is open source, such that anyone can use, copy, modify, and distribute it. By using the Services, you acknowledge and agree that (a) Eternal is not responsible for the operation of the blockchain-based software and networks underlying the Services, (b) there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks,” which may materially affect the Services.

Blockchain networks use public and private key cryptography. You alone are responsible for securing your private key(s). We do not have access to your private key(s). Losing control of

your private key(s) will permanently and irreversibly deny you access to digital assets on the Ethereum blockchain or other blockchain based network. Neither Eternal nor any other person or entity will be able to retrieve or protect your digital assets. If your private key(s) are lost, then you will not be able to transfer your digital assets to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the digital assets that you may hold.

The Services and your digital assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Eternal to continue to make available our proprietary software and could impede or limit your ability to access or use the Services.

You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to digital assets and the Services, and could result in the theft or loss of your digital assets. We intend to update Eternal -developed smart contracts related to the Services to account for material advances in cryptography, but that intention does not guarantee or otherwise ensure full security of the Services or that they will be up to date or function using the most advanced technology.

You understand that the Ethereum blockchain remains under development, which creates technological and security risks when using the Services in addition to uncertainty relating to digital assets and transactions therein.

You acknowledge that the cost of transacting on the Ethereum blockchain is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain, which may result in price fluctuations or increased costs when using the Services.

You acknowledge that the Services are subject to flaws and that you are solely responsible for evaluating any code provided by the Services. This warning and other warnings that Eternal provides in these Terms are in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Services. You use the Services at your own risk.

The Services and other information available when using the Services may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on or as part of the Services are your sole responsibility. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any pricing information distributed via or otherwise when using the

Services. Prices and pricing information may be higher or lower than prices available on platforms providing similar services.

Any use or interaction with the Services requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of digital asset on or otherwise during the use of the Services does not indicate our approval or disapproval of the technology on which the digital asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of digital asset.

Use of the Services, in particular for trading digital assets and entering into smart contracts, may carry financial risk. Digital assets, especially in connection with smart contracts, are, by their nature, highly experimental, risky, and volatile. Transactions entered into in connection with the Services are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Services at your own risk. The risk of loss in trading digital assets, especially entering into smart contracts, can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. By using the Services, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying digital assets, including smart contracts. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Services or any digital asset. You accept all consequences of using the Services, including the risk that you may lose access to your digital assets indefinitely. All transaction decisions are made solely by you. **NOTWITHSTANDING ANYTHING IN THESE TERMS, WE ACCEPT NO RESPONSIBILITY WHATSOEVER FOR, AND WILL IN NO CIRCUMSTANCES BE LIABLE TO YOU IN CONNECTION WITH, YOUR USE OF THE SERVICES FOR PERFORMING DIGITAL ASSET TRANSACTIONS, INCLUDING USING SMART CONTRACTS.**

We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information, which may not be in your best interests.

You understand that our Services remain under development, which creates technological, trading, and other risks. These risks include, among others, delays in trades, withdrawals, and deposits resulting from the servers of Eternal or the operator of the Services being offline; an incorrect display of information on the Services; or transactions using the Services being rolled back in the case of server errors. You acknowledge that these risks may have a material impact on your transactions using the Services, which may result in, among other things, failing to fulfill transactions at your desired price or at all.

You understand that you are responsible for all trades you place, including any erroneous orders that may be filled. We do not take any action to resolve erroneous trades that result from your errors.

**YOU HEREBY ACKNOWLEDGE AND AGREE THAT ETERNAL WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE RISKS SET FORTH IN THIS SECTION 10.**

You hereby irrevocably waive, release, and discharge all claims, whether known or unknown to you, against Eternal and our shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth in this Section 10.

## 11. INDEMNIFICATION

You will defend, indemnify, and hold harmless Eternal and our investors, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers, and contractors (collectively, “Indemnified Parties”) from and against any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including reasonable attorneys’ fees, arising out of or relating to (a) your use of, or conduct in connection with, the Services; (b) digital assets associated with your Ethereum address; (c) any feedback or user content you provide to Eternal, if any, concerning the Services; (d) your violation of these Terms; (e) your infringement or misappropriation of the rights of any other person or entity; (f) Your Content; or (g) any claims arising from or in connection with our deactivation of the Services or your access after detecting any wallet activity that may indicate fraudulent, suspicious or other improper or illegal activity. The Indemnified Parties will have the right, in our sole discretion, to control any action or proceeding and to determine whether Eternal wishes to settle, and if so, on what terms, and you agree to cooperate in all such proceedings.

## 12. DISCLOSURES; DISCLAIMERS

Eternal does not offer trade execution or clearing services and has no oversight, involvement, or control concerning your transactions using the Services.

You are responsible for complying with all Applicable Laws that govern your smart contracts. As a result of restrictions under the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission (“CFTC”), no Blocked Person may enter into smart contracts using the Services.

You understand that Eternal is not registered or licensed by any regulatory agency or authority. No such agency or authority has reviewed or approved the use of the Eternal -developed software.

**TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES (AND ANY OF THEIR CONTENT OR FUNCTIONALITY) PROVIDED BY OR ON BEHALF OF US ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND**

WE EXPRESSLY DISCLAIM, AND YOU HEREBY WAIVE, ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, LEGAL, STATUTORY OR OTHERWISE, OR ARISING FROM STATUTE, OTHERWISE IN LAW, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, AVAILABILITY, RELIABILITY, ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES (INCLUDING ANY DATA RELATING THERETO) OR ANY PORTION THEREOF WILL BE UNINTERRUPTED, AVAILABLE AT ANY PARTICULAR TIME, OR ERROR-FREE. FURTHER, WE DO NOT WARRANT THAT ERRORS IN THE SERVICE ARE CORRECTABLE OR WILL BE CORRECTED.

YOU ACKNOWLEDGE THAT YOUR DATA ON THE SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACKS, SOFTWARE FAILURES, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIALS (INCLUDING THOSE WHICH MAY INFECT YOUR COMPUTER EQUIPMENT OR DEVICES), PROTOCOL CHANGES BY THIRD-PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENTS OR OTHER DISASTERS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OF OUR CONTROL.

The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.

### 13. GEOGRAPHIC RESTRICTIONS

The owner of the Services is formed in the British Virgin Islands (or BVI). We make no claims that the Services or any of their contents are accessible or appropriate for Blocked Persons or Restricted Persons. Access to the Services by Blocked Persons or Restricted Persons may not be legal.

### 14. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

IN NO EVENT WILL ETERNAL, OUR SUPPLIERS OR CONTRACTORS, OR OUR OR SUCH PARTIES' RESPECTIVE STOCKHOLDERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS AND CONTRACTORS (COLLECTIVELY, THE "RISK LIMITED PARTIES") BE LIABLE

FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF FIAT, ASSETS, DATA, INFORMATION, REVENUE, OPPORTUNITIES, USE, GOODWILL, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES (AND ANY OF THEIR CONTENT OR FUNCTIONALITY), ANY EXECUTION OR SETTLEMENT OF A TRANSACTION, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, YOUR DIGITAL ASSETS, SMART CONTRACTS OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF ETERNAL, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY, STATUTE, STRICT LIABILITY, BREACH OF WARRANTIES, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THESE TERMS OR ANY LIMITED REMEDY HEREUNDER, NOR IS ETERNAL IN ANY WAY RESPONSIBLE FOR THE EXECUTION OR SETTLEMENT OF TRANSACTIONS BETWEEN USERS OF ETERNAL -DEVELOPED SOFTWARE.

## 15. LIMITATION OF LIABILITY

IN NO EVENT WILL ETERNAL'S OR ANY RISK LIMITED PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES (AND ANY OF THEIR CONTENT AND FUNCTIONALITY) IN WHOLE OR IN PART, ANY PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, YOUR DIGITAL ASSETS, SMART CONTRACTS OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF ETERNAL, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY, STATUTE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY EXCEED THE AMOUNT OF FEES PAID BY YOU TO ETERNAL UNDER THESE TERMS, IF ANY, IN THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

## 16. DISPUTE RESOLUTION AND ARBITRATION

Please read the following section carefully because it requires you to submit to arbitration to settle disputes, which precludes you from suing in court or having a jury trial.

You and Eternal agree that any dispute arising out of or related to these Terms and/or the Services will be resolved solely through individual action, and will not be brought as a class arbitration, class action, or any other type of representative proceeding.

For any dispute, controversy or claim that you have against Eternal or relating in any way to these Terms and/or the Services, you agree to first contact Eternal and attempt to resolve the claim informally by sending a written notice of your claim (“Notice”) to Eternal by email at [eternal-cefi.com](mailto:eternal-cefi.com). The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. If you and Eternal cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration.

Any dispute, controversy or claim that you have against Eternal or relating in any way to these Terms and/or the Services that is submitted for arbitration shall be settled in accordance with the BVI IAC Arbitration Rules. The dispute, controversy or claim will be resolved through confidential, binding arbitration before three arbitrators and the place of arbitration shall be Road Town, Tortola, the British Virgin Islands, unless the parties agree otherwise. The language to be used in the arbitral proceedings shall be in English.

The most recent version of the BVI IAC Arbitration Rules in force is available on the BVI arbitration website ([www.bviiac.org](http://www.bviiac.org)) and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the BVI IAC Arbitration Rules or waive your opportunity to read the BVI IAC Arbitration Rules and waive any claim that the BVI IAC Arbitration Rules are unfair or should not apply for any reason.

The arbitrators, Eternal, and you will maintain the confidentiality of any arbitration proceedings, judgments, and awards, including all information gathered, prepared, and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrators will have the authority to make appropriate rulings to safeguard confidentiality unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

Any claim arising out of or related to these Terms and/or the Services must be filed by you within one (1) year after such claim arose; otherwise, the claim is permanently barred, which means that you will not have the right to assert the claim.

If any portion of this Section 16 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 16 or the parties’ ability to compel arbitration of any remaining claims on an individual basis under this Section 16; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil

court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 16 is found to prohibit an individual claim seeking public injunctive relief, then that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 16 will be enforceable.

## 17. GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms and/or the Services, will be governed by and construed and enforced under the laws of the British Virgin Islands, as applicable, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that, notwithstanding the provisions of Section 16 hereof, we may initiate a proceeding against you hereunder in any court of competent jurisdiction.

## 18. GENERAL INFORMATION

Please refer to our privacy policy, which is incorporated herein by reference and available at [eternal-cefi.com](http://eternal-cefi.com), for information about how we collect, use, share and otherwise process information about you.

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “Communications”) that we provide in connection with these Terms or any Services. You agree that we may provide our Communications to you by posting them on the Services, by emailing them to you at the email address you provide in connection with using the Services, if any, or by Telegram, Discord, or social media at the username you provided to us during the course of your use of the Services. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact us with questions, complaints, or claims concerning the Services at [eternal-cefi.com](http://eternal-cefi.com).

Any right or remedy of Eternal set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of Eternal in exercising any right, power, or privilege under these Terms will not operate as a waiver thereof.

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.

We will have no responsibility or liability for any failure or delay in performance of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

You may not assign or transfer any right to use the Services or any portion thereof, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, with or without notice or obtaining your consent or approval.

Except to the extent otherwise provided or unless the context otherwise requires, for the purposes of these Terms: (a) headings of sections are for convenience only and will not be used to limit or construe such sections; (b) whenever the words “include,” “includes” or “including” are used in these Terms, they are deemed to be followed by the words “without limitation”; and (c) the use of “or” is not intended to be exclusive.

These Terms contain the entire agreement between you and Eternal and supersede all prior and contemporaneous understandings between the parties with respect to the Services.

In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless such other agreement specifically identifies these Terms and declares that such other agreement supersedes these Terms.

You agree that, except as otherwise expressly provided in this Agreement, there are no third-party beneficiaries to the Agreement other than the Indemnified Parties.