

TERMS AND CONDITIONS

Last Updated: 27 July 2022

These terms of service, together with any documents and additional terms they expressly incorporate by reference (collectively, these “Terms”), are entered into between Roe Labs Inc (“Roe,” “we,” “us” and “our”) and you or the company or other legal entity you represent (“you” or “your”), and constitute a binding legal agreement. Please read these Terms carefully, as these Terms govern your use of our Portal and our Services, and expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to such use. By accessing or using our Portal or our Services, you accept and agree to be bound by and to comply with these Terms, including the mandatory arbitration provision in Section 13. If you do not agree to these Terms, you must not access or use our Portal or the Services.

You must be able to form a legally binding contract online either on behalf of a company or as an individual. Accordingly, you represent that: (a) if you are agreeing to these Terms on behalf of a company or other legal entity, you have the legal authority to bind the company or other legal entity to these Terms; and (b) you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms.

Please carefully review the disclosures and disclaimers set forth in Section 9 in their entirety before using any software developed by Roe. The information in Section 9 provides important details about the legal obligations associated with your use of the Roe open-source software. By accessing or using our Portal or our Services, you agree that Roe does not provide execution or clearing services of any kind and is not responsible for the execution or clearing of transactions automated through Roe open-source software.

1. KEY DEFINITIONS

For the purpose of these Terms, the following capitalized terms shall have the following meanings:

1.1 “Affiliate” means, with respect to a party to these Terms, any legal entity that, directly or indirectly controls, is controlled by, or is under common control with such party. “Applicable Law” means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which 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 Governmental Authority having jurisdiction over Roe, you, the Portal or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity.

1.2 “Ether” means the Ethereum Blockchain utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the Ethereum Blockchain.

1.3 “Ethereum Address” means the unique public key cryptocurrency identifier that points to an Ethereum-compatible wallet to which Ether may be sent or stored. 1.5 “Ethereum Blockchain” means the underlying blockchain infrastructure which the Portal leverages to perform portions of the Services.

1.4 “Governmental Authority” includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority.

1.5 “Portal” means the Roe site located at Roe.finance, and all associated sites linked thereto by Roe and its Affiliates, which includes, for certainty, Roe’s decentralized application layer on the Ethereum Blockchain.

1.6 “Services” has the meaning set out in Section 3.1.

2. 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 sending an email, providing a notice through our Services or updating the date at the top of these Terms. Unless we say otherwise in our notice, any and all such modifications are effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

3. SERVICES

3.1 Roe.finance is provided as an informational resource.

Roe.finance provides resources about the fundamentals of the Roe Protocol, which is a lending protocol deployed on multiple blockchain networks and systems. All information provided in connection with your access and use of the Site and the Services is for informational purposes only. You should not take, or refrain from taking, any action based on any information contained on the Site 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, technical, or other decisions involving the Services, you should seek independent professional advice from a licensed and qualified individual in the area for which such advice would be appropriate. The Services provide, or third parties may provide, links to other sites, applications, or resources. You acknowledge and agree that

we are not responsible for the availability of such external sites, applications or resources, and do not endorse and are 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 we 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. Because the Site provides information about the Roe Protocol, these Terms also provide some information about the use of the Protocol. This information is not intended to be comprehensive or address all aspects of the Protocol. There is additional documentation on the Site about the functioning of the Protocol or its ecosystem or community.

3.2 We are software developers in the Roe Protocol ecosystem.

It is important to understand that neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Roe Protocol; we do not have possession, custody or control over any crypto assets appearing on the Services; and we do not have possession, custody, or control over any user's funds. Further, we do not store, send, or receive any crypto assets. You understand that when you interact with any Roe Protocol smart contracts, you retain control over your crypto assets at all times. The private key associated with the wallet address from which you transfer crypto assets or the private key associated is the only private key that can control the crypto assets you transfer into the smart contracts. You alone are responsible for securing your private keys. We do not have access to your private keys. Due to the non-custodial and decentralized nature of the technology, we are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you affect when using our Services. You acknowledge that we, for the avoidance of doubt, do not have any information regarding any users, users' identities, or services beyond what is available or obtainable publicly via the blockchain. We are not responsible for any activities you engage in when using Services, and you should understand the risks associated with crypto assets, blockchain technology generally, and our Services.

3.3 The Roe Protocol is deployed on multiple blockchain-based networks, and we are not responsible for the operation of such networks.

The software underlying blockchain networks on which the Roe Protocol is deployed, including, for example, the Ethereum blockchain, is open source, which means that anyone can use, utilize, and build on top of it. By using the Services, you acknowledge and agree (i) that we are not responsible for the operation of the blockchain-based software and networks underlying the Roe Protocol, (ii) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (iii) that the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks”.

3.4 We grant you a license to use our Services. Contingent upon your ongoing compliance with the Agreement, we grant you a personal, worldwide, revocable, non-exclusive and non-assignable license to use the software provided to you as part of our Services. The only purpose of this license is to allow you to use and enjoy the Services solely as permitted by these Terms.

3.5 Ethereum Gas Charges - Some Services involve the use of the Ethereum Blockchain, which may require that you pay a fee, commonly known as “Ethereum Gas Charges,” for the computational resources required to perform a transaction on the Ethereum Blockchain. You acknowledge and agree that Roe has no control over: (a) any Ethereum Blockchain transactions; (b) the method of payment of any Ethereum Gas Charges; or (c) any actual payments of Ethereum Gas Charges. Accordingly, you must ensure that you have a sufficient balance of Ether stored at your Ethereum Address to complete any transaction on the Ethereum Blockchain before initiating such Ethereum Blockchain transaction. We will make reasonable efforts to notify you of any Ethereum Gas Charges before initiating any Services that require the use of the Ethereum Blockchain.

3.6 Conditions and Restrictions - We may, at any time and in our sole discretion, restrict your access to, or otherwise impose conditions or restrictions upon your use of, the Services or the Portal, with or without prior notice.

3.7 No Broker, Legal or Fiduciary Relationship - Roe is not your broker, lawyer, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you regarding any other decisions or activities that you effect when using the Portal or the Services. Neither our communications nor any information that we provide to you is intended as, or shall be considered or construed as, advice.

3.8 Your Responsibilities - As a condition to accessing or using the Services or the Portal, you shall: (a) only use the Services and the Portal for lawful purposes and in accordance with these Terms; (b) ensure that, at all times, all information that you provide on the Portal is current, complete and accurate; and (c) maintain the security and confidentiality of your Ethereum Address.

3.9 Unacceptable Use or Conduct - As a condition to accessing or using the Portal or the Services, you will not: (a) violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws, such as the Bank Secrecy Act, each as may be amended; (b) infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Portal or the Services; (c) 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; (d) attempt to circumvent any content filtering techniques or security measures that Roe employs on the Portal, or attempt to access any service or area of the Portal or the Services that you are not authorized to access; (e) use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities; (f) use any robot, spider, crawler, scraper, or other automated means or interface not provided by

us, to access the Services or to extract data; (g) introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Portal or the Services; (h) provide false, inaccurate, or misleading information; (i) post content or communications on the Portal that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable; (j) post content on the Portal containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service; (k) use the Portal or the Services from a jurisdiction that we have, in our sole discretion, or a relevant Governmental Authority has determined is a jurisdiction where the use of the Portal or the Services is prohibited; or (l) encourage or induce any third party to engage in any of the activities prohibited under this Section 3.7.

4 Your Assumption of Risks

4.1 You assume the risks of engaging in transactions that rely on smart contracts and other experimental technology.

Transactions on the Roe Protocol rely on smart contracts stored on various blockchains, cryptographic tokens generated by the smart contracts, and other nascent software, applications and systems that interact with blockchain-based networks. These technologies are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of crypto assets, their market value, or digital funds. You are solely responsible for the safekeeping of the private key associated with the blockchain address used to interact with the Protocol. We assume no liability or responsibility for any such risks. If you are

not comfortable assuming these risks, you should not access or engage in transactions using blockchain-based technology.

One of the other defining features of blockchain technology is that its entries are immutable, which means, as a technical matter, they generally cannot be deleted or modified by anyone. This includes smart contracts and crypto assets generated and programmed by smart contracts.

THUS, TRANSACTIONS RECORDED ON THE BLOCKCHAIN, INCLUDING TRANSFERS OF CRYPTO ASSETS AND DATA PROGRAMMED INTO THESE ASSETS (SUCH AS REVENUE AND INTEREST ALLOCATIONS), MUST BE TREATED AS PERMANENT AND CANNOT BE UNDONE BY US OR BY ANYONE. YOU MUST BE VERY CAREFUL WHEN YOU FINALIZE ANY TRANSACTION THAT WILL BE RECORDED ON THE BLOCKCHAIN.

4.2 We are not liable for any third-party services or links.

4.3 We are not responsible for the content or services of any third-party, including, without limitation, any network, or apps like Discord, or MetaMask, and we make no representations regarding the content or accuracy of any third-party services or materials. The user interface available at app.Roe.com is hosted on a third-party service -- IPFS -- and can only be accessed through this third party's website. We are not responsible for any action or omission taken by IPFS as it pertains to the user interface or otherwise. The use and access of any third-party products or services, including through the Services, is at your own risk.

4.4 You agree to the automated collection and disbursement of proceeds by smart contracts. You acknowledge and agree that all transactions accessed through the Services will be automatically processed using one or more blockchain-based smart contracts. By engaging in transactions using the Services, you acknowledge and consent to the automatic processing of all transactions in connection with using the

Services. You further acknowledge and agree that the applicable smart contract will dictate how the funds of a transaction and ownership of crypto assets are distributed.

4.5 You acknowledge the risks of using the Services. You bear sole responsibility for evaluating the Services before using them, and all transactions accessed through the Services are irreversible, final, and without refunds. The Services may be disabled, disrupted or adversely impacted as a result of sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all of the potential risks of using and accessing our Services. You agree to (defined below) accept these risks and agree that you will not seek to hold any Roe Labs Inc Indemnified Party responsible for any consequent losses.

4.6 You are solely responsible for the security of your wallet. You understand and agree that you are solely responsible for maintaining the security of your wallet. Any unauthorized access to your wallet by third parties could result in the loss or theft of any crypto asset, or any funds held in your account and any associated accounts. You understand and agree that we have no involvement in, and you will not hold us responsible for managing and maintaining the security of your wallet. You further understand and agree that we are not responsible, and you will not hold us accountable, for any unauthorized access to your wallet. It is your responsibility to monitor your wallet.

4.7 We reserve the right to restrict your access from engaging with the Services. You agree that we have the right to restrict your access to the Services via any technically available methods if we suspect, in our sole discretion, that (a) you are using the Services for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired crypto assets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European

Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists), or any other sanctions lists administered by OFAC; (f) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Côte d'Ivoire, Cuba, Belarus, Iran, Iraq, Liberia, North Korea, Sudan, and Syria; or (g) you have otherwise acted in violation of these Terms. If we have a reasonable suspicion that you are utilizing the Site for illegal purposes, we reserve the right to take whatever action we deem appropriate.

4.8 We do not guarantee the quality or accessibility of the Services.

As a condition to accessing or using the Services or the Site, you acknowledge, understand, and agree that from time to time, the Site and the Services may be inaccessible or inoperable for any reason, including, but not limited to equipment malfunctions, periodic maintenance procedures or repairs, causes beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying blockchain infrastructure or unavailability of third-party service providers or external partners for any reason.

You acknowledge and agree that you will access and use the Services, including, without limitation, the Site at your own risk. You should not engage in blockchain-based transactions unless it is suitable given your circumstances and financial resources. By using the Services, you represent that you have been, are and will be solely responsible for conducting your own due diligence into the risks of a transaction and the underlying smart contracts and crypto assets.

4.9 - Your Content; You hereby grant to us a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form,

medium or manner, any content that is available to other users via the Roe Platform as a result of your use of the Portal (collectively, “Your Content”) through your use of the Services or the Portal, including, without limitation, for promoting Roe (or its Affiliates), the Services or the Portal. 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.

5. PRIVACY

Please refer to our privacy policy available at <https://roe.finance/privacy> for information about how we collect, use, share and otherwise process information about you.

6. PROPRIETARY RIGHTS

6.1 Ownership of Services - License to Services Excluding any open source software (as further described in Section 6.2) or third-party software that the Portal or the Services incorporates, as between you and Roe, Roe owns the Portal and the Services, including all technology, content and other materials used, displayed or provided on the Portal or in connection with the Services (including all intellectual property rights subsisting therein), and hereby grants you a limited, revocable, transferable, license to access and use those portions of the Portal and the Services that are proprietary to Roe.

6.2 Trademarks - Any of Roe’s product or service names, logos, and other marks used in the Portal or as a part of the Services, including Roe's name and logo are trademarks owned by Roe, its Affiliates or its applicable licensors. You may not copy, imitate or use them without Roe’s (or the applicable licensor’s) prior written consent.

7. CHANGES; SUSPENSION; TERMINATION

7.1 Changes to Services - 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, but not limited to, as a result of a security incident.

7.2 No Liability - We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Portal or the Services.

7.3 Survival - The following sections will survive any termination of your access to the Portal or the Services, regardless of the reasons for its expiration or termination.

8. ELECTRONIC NOTICES

8.1 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 Portal or by emailing them to you at the email address you provide in connection with using the Services, if any. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact our support team to request additional electronic copies of our Communications by filing a support request at kisugi@Roe.finance.

9. INDEMNIFICATION

You will defend, indemnify, and hold harmless us, our Affiliates, and our and our Affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “Indemnified Parties”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out

of or relating to (a) your use of, or conduct in connection with, the Portal; (b) Ethereum Blockchain assets associated with your Ethereum Address; (c) any feedback or user content you provide to the Portal, if any; (d) your violation of these Terms; or (e) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Roe (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Roe wishes to settle, and if so, on what terms.

10. DISCLOSURES; DISCLAIMERS

Roe is a developer of open-source software. Roe does not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing services and therefore has no oversight, involvement, or control with respect to your transactions. All transactions between users of Roe open-source software are executed peer-to-peer directly between the users' digital wallets through a smart contract.

As a user of Roe, you declare that you are not a citizen or resident of any jurisdiction in which either the use of any of the Services, exchange, purchase, receipt, or holding of any Tokens is prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any Applicable Laws;

11. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

In no event shall we (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Portal and the Services (and any of their content and functionality), any execution or settlement of a

transaction, any performance or non-performance of the Services, your Ether, option Positions or any other product, service or other item provided by or on behalf of us, 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 Roe in any way responsible for the execution or settlement of transactions between users of Roe open-source software.

12. LIMITATION OF LIABILITY

In no event shall we (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Portal and the Services (and any of their content and functionality), any execution or settlement of a transaction, any performance or non-performance of the Services, your Ether, option Positions or any other product, service or other item provided by or on behalf of us, 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 Roe in any way responsible for the execution or settlement of transactions between users of Roe open-source software.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 These Terms shall be governed by, and construed in accordance with, the laws of the Republic of Singapore

13.2 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 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 to be appointed by the Chairman of the Page 18 SIAC. The language of the arbitration shall be English. This arbitration agreement shall be governed by the laws of the Republic of Singapore.

13.3 Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration process pursuant to Paragraph

13.4 of these Terms, including if necessary the grant of interlocutory relief pending the outcome of that process.