

Ratio Protocol Terms and Conditions

Last updated: [24/03/2022]

1. Introduction

In these Terms of Use (“Terms”), the terms “Ratio,” “the Company,” “we,” “us” and “our” refer to Euclid Ventures Limited (“Euclid”). We own and operate the website [ratio.finance] (“the Site”) through which you may access the decentralized Ratio Protocol. These Terms apply to you (“You”) as a user of the Site, including all the products, services, tools and information made available on the Site.

By using the Site, you agree to comply with these Terms. These Terms may be updated from time to time without notice to you. You may find the latest Terms of Use at [https://uploads-ssl.webflow.com/60363d604148d19ac5190ea1/623cbb2b89b0d417c8b789de_Copy%20of%20Ratio%20Protocol%20Terms%20of%20Use.pdf] and you should check regularly for updates and changes.

In addition to these Terms of Use, we have established a Privacy Policy to explain how we collect and use information about you. A copy of this Privacy Policy can be found at [https://uploads-ssl.webflow.com/60363d604148d19ac5190ea1/623cb682c3cb76f0d94f1515_Ratio%20Finance%20Privacy%20Policy%20(Revised).pdf] and is incorporated by reference into these Terms. By accessing or using the Site, you are also signifying your acknowledgment and agreement to our Privacy Policy.

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.

By agreeing to these Terms on behalf of a legal entity, you have the legal authority to bind the company or other legal entity to these Terms and 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.

2. Site

As part of the Site, Ratio provides access to a decentralized finance application (“Application”) on the Solana blockchain, that allows lenders or borrowers of digital assets (“Digital Assets”) to transact using smart contracts (“Smart Contracts”).

Using the Ratio Protocol may require that you pay fees, such as gas charges on the Solana network, to complete a transaction. You acknowledge and agree that Ratio has no control

over any Smart Contract, transactions, the method of payment of any transactions, or any actual payments of transactions. You must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your Ratio Protocol-compatible wallet address (“Wallet”) to complete any transaction on the Ratio Protocol or the Solana network before initiating such transaction.

3. 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 be available or uninterrupted, or secure or free of bugs. By using the Site, you understand and agree that access may be interrupted, suspended or restricted, including because of a fault, error or unforeseen circumstances or because we are carrying out planned maintenance. You understand and agree that we are not 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.

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

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

As a condition to accessing or using the Site, you agree that you will:

- Only use the Services and the Site for lawful purposes and in accordance with these Terms;
- Ensure that all information that you provide on the Site is current, complete, and accurate;
- Maintain the security and confidentiality of access to your Wallet;
- Not violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended.
- Not use the Site for any purpose that is unlawful;
- Not export, reexport, or transfer, directly or indirectly, any Ratio technology in violation of applicable export laws or regulations;
- Not infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site;
- Not use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the Ratio Protocol, or that could damage, disable, overburden, or impair the functioning of the Site or the Ratio Protocol in any manner;
- Not attempt to circumvent any content filtering techniques or security measures that Ratio employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;

- Not use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;
- Not introduce any malware, virus, trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
- Not post content or communications on the Site 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;
- Not post content on the Site containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the user of the Site; or
- Not encourage or induce any third party to engage in any of the activities prohibited under these Terms.

4. Risks in Using the Site

At any time, your access to your Digital Assets may be suspended or terminated or there may be a delay in your access or use of your Digital Assets which may result in the Digital Assets diminishing in value or you being unable to complete a Smart Contract. Moreover, if you are a borrower of Digital Assets and if your collateral declines such that your collateral is no longer sufficient to secure your borrowed Digital Assets, your collateral may be executed upon, which could result in a total loss of your Digital Assets.

As a condition of using the Site, you understand and agree that you assume all risk in connection with your access and use of the Site, the Application and the Smart Contracts and that you expressly waive and release Ratio from any and all liability, claims, causes of action, or damages arising from or in any way related to your use of the Site, the Application or the Smart Contracts.

5. Third-Party Links

The Site may contain hyperlinks or references to third party websites. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Site by anyone other than authorized employees or spokespersons while acting in their official capacities. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

6. 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. Except for the limited use rights granted to you in these Terms, you shall not acquire any right, title or interest in the Site. Any rights not expressly granted in these Terms are expressly reserved.

7. Indemnification

You agree to indemnify and hold harmless Euclid and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Site; (ii) any actual or alleged violation or breach by you of these Terms; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

8. Disclaimers

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. Nothing on the Site constitutes an offer or solicitation to sell, or distribution of, investments and related services to anyone.

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, EUCLID, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE SITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SITE; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE; (6) WARRANTIES THAT YOUR USE OF THE SITE WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

9. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EUCLID OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY

DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE SITE OR THESE TERMS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE INCLUDING, WITHOUT LIMITATION, THE SITE CONTENT, IS TO STOP USING THE SITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE SITE OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE SITE OR ANY LINKS ON THE SITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE SITE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EUCLID AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY US DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF THE SITE OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

10. Choice of Law; Jurisdiction and Venue

These Terms shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. Any legal proceedings against Euclid and its affiliates, or subsidiaries, that may arise out of, relate to, or be in any way connected with the Site or these Terms shall be brought exclusively in the state and federal courts of New York City, New York and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

11. Dispute Resolution and Mandatory Arbitration

You agree to resolve any claims relating to the Site or these Terms through final and binding arbitration through a single arbitrator. The American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may

be required by statute. The arbitration will be held in the United States county where you live or work, New York City, or any other location we agree to. The AAA rules will govern payment of all arbitration fees.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

12. No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

13. No Trial by Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

14. Miscellaneous

We may perform any of our obligations, and exercise any of the rights granted to us under these Terms, through a third-party. We may assign any or all our rights and obligations under these Terms to any third-party.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

Except where specifically stated otherwise, if any part of these Terms is unlawful or unenforceable for any reason, we both agree that only that part of the Terms shall be stricken and that the remaining terms in the Terms shall not be affected.

All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the site, Ratio and the services provided via the site and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.