

## Terms of Use

Publication Date: August 28, 2024

This Terms of Use ("Agreement") is entered into between Axiom III LTD, a company registered under the laws of the Republic of Seychelles ("Axiom," "we," "us," "our"), and you, the user of our website and the services available through it ("User," "you," "your"). This Agreement governs your access to our website <https://cryptodao.axiom-wm.com/> ("Website") and all features, applications, and services available through the Website, owned and operated by Axiom ("Services").

By accessing the Website and using the Services, you agree to this Agreement and accept the terms of use of the Services, as well as all policies and other documentation posted on the Website, which form an integral and binding part of this Agreement.

By using the Website, any or all Services, you expressly confirm that: (i) you have read and understood this Agreement; (ii) you agree to comply with this Agreement; and (iii) you have sufficient knowledge and authority to enter into this Agreement.

If this Agreement or any amendments thereto are unacceptable to you in full, or if these terms conflict with the laws and regulations of your location, you agree to refrain from using the Website. In such a case, you assume full responsibility for any losses and expenses arising from the failure to comply with the above conditions, both to us and to any involved third parties.

**WE DO NOT PROVIDE INVESTMENT OR FINANCIAL ADVICE OR CONSULTING SERVICES. WE ONLY PROVIDE ACCESS TO APPLICATIONS AND DO NOT ADVISE OR MAKE RECOMMENDATIONS REGARDING PARTICIPATION IN TRANSACTIONS OR OPERATIONS WITH FINANCIAL AND DIGITAL ASSETS. DECISIONS TO PARTICIPATE IN TRANSACTIONS OR CONDUCT OPERATIONS WITH FINANCIAL AND DIGITAL ASSETS SHOULD BE MADE AT YOUR OWN DISCRETION.**

### Eligibility

By using the Services, you represent and warrant that: (i) you are at least 18 years old and meet the legal age requirements in your respective jurisdiction; (ii) you are an individual with full legal capacity and authority to enter into this Terms of Use; (iii) the funds you use in connection with the Services under this Agreement lawfully belong to you and originate from lawful sources; (iv) you are not providing us with false, unreliable, or fraudulent information; (v) you have not been previously banned or restricted from using our Services or the Website.

### License

As long as you agree to and comply with this Agreement, we grant you a revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Applications solely for personal or internal business use. We provide access to the Website and Services strictly in accordance with this Agreement.

Unless explicitly permitted by this Agreement, you must not: (a) reproduce, modify, adapt, or create derivative works from any part of the Website; (b) rent, distribute, sell, sublicense, or otherwise transfer or provide access to the Website and Services; (c) use the Website and Services for the benefit of any third party; (d) incorporate the Website and Services into a product or service you provide to a third party without our prior written consent; (e) bypass mechanisms of the Website and Services designed to limit your usage; (f) reverse engineer, disassemble, decompile, translate, or otherwise attempt to obtain the source code, including images or texts underlying the ideas, algorithms, file formats, or interfaces of the Website, except as explicitly permitted by applicable law (only after notifying us in advance and with our consent); (g) remove or obscure any proprietary notices or other notices contained on the Website and in the Services; (h) use the Website and Services for competitive analysis, as part of any other software or project of any kind, or to create competitive products; (i) use contact information provided on the Website for unauthorized purposes, including marketing; (j) use any

equipment or software designed to damage or interfere with the proper functioning of the Website and Services or to secretly intercept any system, data, or personal information from the Website; (k) use the Website or its content for unauthorized commercial activity, including collecting or using any product information, descriptions, prices, or images; (l) engage in fraudulent activities on the Website and Services (including, but not limited to, providing false user information, impersonating any person or organization, or falsely stating or otherwise misrepresenting your affiliation with any person or organization); (m) use the Website to disseminate defamation, insults, harassment, intimidation, or otherwise violate the legal rights of others, including privacy rights or publicity rights; or (n) disrupt or attempt to disrupt the operation of the Website and Services in any way.

You acknowledge and agree that the Website and its content are provided under a limited license and are not sold to you. You do not acquire any ownership rights to the Website and Services or any part thereof (including, but not limited to, their content) under this Agreement or any other rights, except for your right to use the Website and Services and any part thereof (including, but not limited to, their content) in accordance with this Agreement.

Trademarks, trade names, logos, product and service names, designs, and slogans on the Website are trademarks of Axiom, its affiliates, licensors, service providers, or other third parties. Nothing in this document or on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo, or service mark displayed on the Website without the prior written permission of the owner.

We reserve the right, at our sole discretion, to suspend, restrict, and/or terminate your access to the Website and Services or your use thereof at any time without notice. Such suspension, restriction, or termination of your access or use does not nullify or affect any other rights or remedies to which we may be entitled under law or equity.

## **External Sites**

The Website may display, include, or make available, through links or otherwise, third-party materials (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services (such as social media), including through third-party advertising ("Third-Party Materials").

You acknowledge and agree that we are not responsible for the Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Your use of and interaction with the Third-Party Materials are not governed by these Terms of Use but by the terms of use of the respective Third-Party Materials. Third-Party Materials and links to them are provided solely for your convenience, and you access and use them entirely at your own risk.

In no event shall the description or link to Third-Party Materials be construed as an endorsement or promotion of the Third-Party Materials. We reserve the exclusive right to add, modify, or revoke the availability of any third-party services.

## **Website Content**

The Services offered on the Website may change. Prices may also change. The Website and its content are provided on an "as available" basis. We are not responsible if any information presented on the Website is inaccurate, incomplete, or outdated. The information provided on the Website is for general informational purposes only and should not be relied upon as the sole basis for making decisions without consulting primary, more accurate, complete, or timely sources of information. The provided information is not investment, financial, trading, or other advice. Information provided on any markets, investments, or other matters is not intended as a complete source of information. The markets and

investments described on the Website may not be suitable for all investors and may not be suitable for you or your situation. Before making any financial decisions based on any data or content provided on the Website, you should consult your financial advisor. The information provided is not a substitute for consultation with a qualified financial advisor, accountant, broker, or tax advisor. If you choose to use the data or content for any purpose, you assume full responsibility for the risks associated with these actions.

Some of the statements regarding investment strategy contained on the Website, including statements preceding, following, or including words like "may," "could," "should," "will," "might," "expected," "assumed," "estimated," "intended," "planned," "prospective," or similar expressions, are forward-looking statements. These forward-looking statements, explicit and implied, are based on certain beliefs, plans, objectives, expectations, assumptions, estimates, and intentions of Axiom regarding the financial condition, performance, future performance, and business of a particular market or investment, including Axiom's expectations and estimates of future value, income, expenses, losses, and other financial data. While Axiom believes that the expectations reflected in these forward-looking statements are based on reasonable assumptions and estimates, these statements are based on assumptions that may change under various factors, some of which are beyond Axiom's control. If one or more of the underlying assumptions or one or more other factors affecting Axiom's forward-looking information and statements prove to be incorrect, then actual results, performance, or achievements of such an investment may differ materially from those expressed in or implied by the forward-looking information and statements contained on the Website. Accordingly, you should not rely on such forward-looking information and statements. Axiom does not intend to update the forward-looking information and statements, whether written or oral, to reflect changes that may occur, and all forward-looking statements are expressly subject to these cautionary statements.

The markets and investments described on the Website are suitable only for investors who are familiar with the described markets and are prepared to accept the high risks associated with such investments. Investing in markets or investments requires a high tolerance for risks. None of the information presented on the Website constitutes a recommendation, offer, or solicitation by Axiom, its affiliates, or third parties to buy or sell any financial instruments, digital or other assets, nor does it provide any investment advice or services. All information contained on the Website has been prepared without taking into account your specific investment requirements or financial situation. The Website is not provided and cannot be used by any person or entity in any jurisdiction where the provision or use of information conflicts with applicable laws, rules, or regulations of any government authority, regulatory or self-regulatory organization, or where Axiom is not authorized to provide such information or services. The Website and all content, services, and features available through the Website are intended solely for informational purposes. They are not intended as a substitute for professional investment, financial, or legal advice.

You acknowledge that you do not rely on Axiom or any of its affiliates, officers, directors, partners, agents, or employees in making investment decisions. Always consider seeking advice from a qualified professional before making decisions regarding your business and/or investments. Axiom does not endorse any investments and is not responsible for any transactions you enter into as a result of obtaining information from the Website. You agree that Axiom and its affiliates, officers, directors, partners, agents, or employees shall not be liable for any loss or damage of any kind incurred as a result of any interaction between you and the Website.

Posting or publishing any potential market or investment information or rating any market or trading result on the Website does not imply a specific endorsement by Axiom of the quality of any potential investment in such a market or trade.

These risks are not exhaustive and are intended to highlight certain risks associated with investing in markets or investments considered on the Website. We strongly recommend that you consult with legal, tax, and financial professionals before investing and carefully review all specific risk disclosures provided in connection with any potential investment. Axiom does not receive commissions or compensation based on transactions related to buying or selling in the market or investments through the Website. Axiom is not a registered broker-dealer, funding portal, investment advisor, or investment

manager and does not provide investment advice. Axiom does not recommend or advise investors to make investments in any particular market or enter into any specific transaction. Axiom does not participate in the negotiation or conclusion of transactions for the purchase or sale and making investments and never has access to funds or assets. You acknowledge and agree that Axiom makes no representations, warranties, or assurances that any potential markets or investments considered on the Website comply with federal and/or state securities laws, including exemptions from the sale of unregistered securities, or the legality of any offerings contained therein.

We reserve the right to change the content of the Website at any time, but we are not obligated to update any information on the Website. You agree that it is your responsibility to monitor the Website for any updates or changes.

### **Information Collection**

You acknowledge and agree that when using the Website, we may use automated means (including, for example, cookies) to collect information about you and your use of the Website. You may also be required to provide certain information about yourself as a condition for using the Website, the Services, or some of their features, and the Website and Services may offer you opportunities to share information about yourself with others. All information we collect through the Website and Services or in connection with them is governed by our Privacy Policy. By using and/or providing information to the Website, Services, or through them, you consent to all actions taken by us regarding your information in compliance with the Privacy Policy.

### **Warranties and Limitation of Liability**

Your use of the Website and Services and any part thereof is at your own risk. The Website, Services, and any part thereof (including, but not limited to, Third-Party Materials and links to them) are provided on an "as is" and "as available" basis without any warranties.

To the fullest extent permitted by law, we disclaim all representations and warranties, express or implied, relating to the Services and underlying software or any aspect of the information, content, or services, whether provided or owned by us or any third party, or contained in any Third-Party Materials or on any third-party websites accessible or linked to through our Website and Services, including, without limitation, warranties of fitness for a particular purpose, non-infringement, any implied warranties arising from the course of dealing, course of performance or usage in trade, warranties that access to the Website and Services will be uninterrupted or error-free; that the Website and Services will be secure; that the Website and Services or the server that makes the Website and Services available will be free from viruses; or that the information on the sites will be complete, accurate, adequate, useful, reliable, or timely. If you download any materials from the Website or any part thereof (including, but not limited to, Third-Party Materials and links), you do so at your discretion and at your own risk. You will be solely responsible for any damage to your computer system or loss of data resulting from the download of such materials. No advice or information obtained by you from Axiom (including its affiliates, licensors, or service providers) or through the Website and Services or any part thereof (including, but not limited to, Third-Party Materials and links) will create any warranty of any kind. Without limiting the foregoing, Axiom (including its affiliates, licensors, or service providers) makes no warranties or commitments and makes no representations that the Website and Services or any part thereof (including, but not limited to, Third-Party Materials and links) will meet your requirements, achieve any expected results, be compatible or work with any other software, applications, systems, or services, meet any performance or reliability standards, or that any errors or defects can or will be corrected. In some jurisdictions, the law may not permit the exclusion of warranties, so the above exclusion of warranties may not apply to you.

To the fullest extent permitted by applicable law, under no circumstances shall Axiom, its affiliates, licensors, service providers, employees, agents, contractors, officers, or directors be liable for any losses of any kind, under any legal theory, arising out of or in connection with your use or inability to use the

Website and Services (including data, ideas, guides, or recommendations), any Website and Services linked to them, any content on the Website, links, or such other websites, including any direct, indirect, special, incidental, or punitive damages, including, but not limited to, bodily injury, property damage, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of investment or assets, cost of replacement goods or services, loss of data, loss of business or anticipated savings, loss of use, goodwill, business interruption, device failure or malfunction, and regardless of whether they were caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable or if Axiom was informed of the possibility of such damages; any indirect, incidental, exemplary, special, or punitive damages; or direct damages in an amount not exceeding the amount actually paid by you on the Website and through the Services in aggregate.

The above limitations shall apply regardless of whether such damages arise from breach of contract, tort (including negligence), or otherwise, and regardless of whether such damages were foreseeable or Axiom was informed of the possibility of such damages. This allocation is a material element of the basis of the bargain between you and Axiom. The limitations in this section will apply even if any remedy fails its essential purpose.

IF YOU ARE DISSATISFIED WITH THE WEBSITE AND SERVICES, ANY CONTENT OR THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE AND SERVICES.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF AXIOM IN SUCH CIRCUMSTANCES FOR ANY LIABILITIES THAT WOULD OTHERWISE HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED US DOLLARS (\$100).

### **Indemnification**

You agree to defend, indemnify, and hold harmless Axiom, its affiliates, licensors, and service providers, as well as their respective officers, directors, employees, contractors, agents, contractors, licensors, suppliers, successors from any claims, liabilities, damages, judgments, awards, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to your breach of this Agreement, your use or misuse of the Website and Services, content you provide, whether solicited or unsolicited, and/or your violation of any terms of use or similar terms offered by owners or operators of any Third-Party Materials.

### **Governing Law and Dispute Resolution**

All matters relating to the Website, Services, and this Agreement, and any disputes or claims arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Republic of Seychelles. Any legal suit, action, or proceeding arising out of, or related to, the Website, Services, and this Agreement may be instituted exclusively in state or federal courts. You agree that certain breaches of this Agreement by you may cause harm to us that cannot be adequately compensated with monetary damages, and that we are entitled to immediate injunctive relief for such breaches (in addition to all other remedies available at law, in equity, or under this Agreement). You agree that any cause of action arising out of or related to the Website, Services, and this Agreement must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action is permanently barred.

### **Entire Agreement**

This Agreement and all other documents, policies, or agreements referred to herein constitute the sole and entire agreement between you and Axiom regarding the Website and Services and supersede all

prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and Services.

### **Severability**

If any provision of this Agreement is determined by a court or other competent authority to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect. Both parties agree to negotiate in good faith to replace the invalid provision with a valid provision that most closely approximates the economic purpose and intent of the invalid provision.

### **Force Majeure**

We shall not be liable for any delays, failures to perform, or interruptions in the availability of the Website and Services, which directly or indirectly result from any cause or condition beyond our reasonable control, including, but not limited to: any delays or failures caused by acts of God, acts of civil or military authorities, acts of terrorism, civil or industrial disturbances, blockades, embargoes, war, strikes or other labor disputes, fires, earthquakes, storms, or other natural phenomena, interruptions in electrical, telecommunications, or internet services or network provider services, hardware and/or software failure or other utility failures, vulnerabilities or bugs in smart contracts, technological changes, changes in interest rates or other monetary conditions, and other catastrophes or any other occurrences beyond our reasonable control. If we are unable to provide our Services and fulfill the obligations described in this Agreement due to factors beyond our control, including, but not limited to, the above-mentioned force majeure circumstances or changes in applicable law and/or sanctions policy, we shall not be liable for the provision of the Services and the fulfillment of obligations during the period coinciding with such events.

### **Assignment**

You agree that we may assign any of our rights and/or delegate any of our obligations under this Agreement without any notice or consent from you. This Agreement shall be binding upon and shall inure to the benefit of third parties and their successors. Your agreement to this Agreement is personal to you, and you may not assign or transfer it to any third party.

**Notices** Any notices or other communications provided by us under this Agreement, including those regarding modifications, will be posted on the Website and/or communicated through other electronic means. You agree and consent to receive all communications, agreements, documents, notices, and disclosures that we provide in connection with your use of the Services and the Website electronically.

### **Modifications**

This Terms of Use may be modified by us without any special notice, and the new version of the Terms of Use shall become effective as of the time of its posting on the Website unless otherwise specified in the new version of the Terms of Use. You are obliged to regularly review the terms of this document for changes and/or additions. Your use of the Website after the changes and/or additions to this document have been made signifies your acceptance and agreement to such changes and/or additions.

### **Questions or Comments**

If you have any questions regarding the Agreement, your rights and obligations arising from these Agreements, and/or your use of the Website and Services or any other inquiries, please send us a message at [back@axiom-wm.com](mailto:back@axiom-wm.com).