

## **Terms**

We provide the Service for your use subject to the following Terms.

We reserve the right, in our sole discretion, to change or modify portions of these Terms at any time. If we modify these Terms, we will post a notice at the top of our Service for a period of seven (7) days. Your continued use of the Service constitutes your acknowledgement of, acceptance of, and agreement to the revised Terms.

You agree to periodically visit this page to review the current Terms so you are aware of any revision to which you are bound. We will indicate at the top of this page the date these terms were last revised. If you do not agree to abide by these or any future Terms, do not use or access (or continue to use or access) the Service.

Additional terms and conditions may apply to certain services provided by Adapter.Fi, and you agree that you shall be subject to any additional terms applicable to such services that may be posted on the Website or otherwise made available to you from time to time.

All such terms are hereby incorporated by reference into these Terms.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN 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. THE SERVICE MAY CONTAIN CONTENT THAT IS INACCURATE, OBJECTIONABLE, INAPPROPRIATE FOR CHILDREN, OR OTHERWISE UNSUITED TO YOUR PURPOSE, AND YOU AGREE THAT ADAPTER.FI SHALL NOT BE LIABLE FOR ANY DAMAGES YOU ALLEGE IN INCUR AS A RESULT OF ANY EXPOSURE TO SUCH CONTENT. YOU USE THE SERVICE AT YOUR OWN RISK.

USE OF ADAPTER.FI SERVICES BY PERSONS WHO ARE CURRENTLY OR ORDINARILY LOCATED OR RESIDENT IN THE UNITED STATES IS STRICTLY PROHIBITED, REGARDLESS OF THE USER'S IP ADDRESS. UTILIZING A VIRTUAL PRIVATE NETWORK OR OTHER METHOD TO CONCEAL A USER'S UNITED STATES RESIDENCE IS ALSO STRICTLY PROHIBITED AND MAY RESULT IN PERMANENT BLOCKING OF USE OF THE SITE IN CONNECTION WITH BLOCKCHAIN ADDRESSES SUSPECTED OF BEING TIED TO A UNITED STATES RESIDENCE.

## **Jurisdiction**

You agree that the laws of Panama, without regard to the principles of conflict of laws, govern these Terms.

## **Eligibility**

**Age:** This Service is intended solely for users of sound mind who are 18 years of age or older. Any registration by, use of or access to the Service by anyone under 18 is unauthorized and in violation of these Terms. By using the Service, you represent and warrant that you are 18 years of age or older.

**Business Entities:** If you are a business entity, you are duly organized, validly existing, and in good standing in the jurisdiction in which you are organized, and additionally have all necessary authorization for a business entity of your type to carry on your business as you are doing so now.

**Knowledge:** You are knowledgeable, sophisticated, and experienced in using and evaluating blockchain-related technologies. You have conducted your own independent investigation and analysis of the Adapter.Fi ecosystem and the other matters contemplated by these Terms, and have not relied upon any statement, omission, information, representation or warranty, express or implied, written or oral, made by or on behalf of us in connection therewith. The sites are only being provided as an aid to your own independent evaluation and research of the Adapter.Fi ecosystem and no warranty or representation is being made as to the accuracy or completeness of information on the sites.

## **Certain Uses and Risks of Blockchain Technology**

**Cryptography:** Code cracking or other technical advances may present risks, including the theft, loss or inaccessibility of tokens or other cryptographic assets.

**Third-Party Software Dependencies:** The site may utilize APIs, middleware and servers of third parties, and we do not guarantee the continued operation, accuracy, maintenance, availability or security of any of the such dependencies.

**Asset Prices:** Cryptocurrency prices are often subject to dramatic fluctuations and may be highly volatile. A large portion of demand is generated by investors and speculators. The market value may decline below the price for which a user acquires such an asset. The user acknowledges and agrees that transaction speeds and costs are variable and may fluctuate dramatically at any time, resulting in prolonged inability to access or use any tokens.

**Keys:** Users are solely responsible for the safekeeping of their private keys. We will not be able to restore or issue any refund in respect of property lost or frozen due to loss of private keys or otherwise, as well as accidental transactions.

**Regulatory Environment:** We may be adversely impacted by one or more regulatory or legal claims, actions, inquiries, suits, investigations, fines or judgments, which could impede or limit the ability of you to continue to use Adapter.Fi ecosystem assets and services.

**Experimental Blockchain Technology:** We and other third parties utilize experimental cryptographic technologies. You acknowledge and agree that such technologies are experimental, speculative, and novel, and that therefore there is uncertainty regarding the effects, operations, risks thereof and the application of existing law thereto.

**Smart Contracts:** Smart contracts typically cannot be modified, or can only be modified in limited ways. In the event that Adapter.Fi ecosystem smart contracts or blockchain systems are adversely affected by defects, malfunctions, bugs, hacking, theft, attacks, negligent coding or design choices, or changes to the applicable protocol rules, you may be exposed to a risk of total loss and/or forfeiture of all related digital assets. We assume no liability or responsibility for any of the foregoing matters.

**Forks:** All tokens may be subject to “forks.” We may not be able to anticipate, control or influence the occurrence or outcome of forks, and do not assume any liability, risk, or obligation in connection therewith. We do not assume any responsibility to notify a user of threatened, pending, or completed forks. We will respond (or refrain from responding) to any forks in such manner as we determine in our sole discretion, and shall not have any duty, liability, or obligation to a user if such response (or lack of such response) acts to a user's detriment. Each user assumes full responsibility to independently remain informed about possible forks, and to manage their own risks and interests in connection therewith.

## **Taxes**

Cryptocurrency-related tax law may vary by jurisdiction and may be adversarial to you. We have undertaken no due diligence or investigation into such tax consequences, and assume no liability or obligation to optimize the tax consequences to any person. We are not and should not be construed to be providing any tax advice.

## **Liabilities**

### **Disclaimer of Warranties**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ADAPTER.FI SERVICES, ADAPTER.FI MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF ADAPTER.FI ARE OFFERED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ADAPTER.FI EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, ADAPTER.FI DOES NOT REPRESENT OR WARRANT THAT THE SITE, ADAPTER.FI SERVICES OR ADAPTER.FI MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ADAPTER.FI DOES NOT GUARANTEE THAT ANY ACTION WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS, AGREEMENTS AND RULES SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF ADAPTER.FI SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT ADAPTER.FI WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSETS PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, (C) INTERRUPTION IN ANY SUCH DATA, (D) REGULAR OR UNSCHEDULED MAINTENANCE CARRIED OUT BY ADAPTER.FI AND SERVICE INTERRUPTION AND CHANGE RESULTING FROM SUCH MAINTENANCE, (E) ANY DAMAGES INCURRED BY OTHER USERS' ACTIONS, OMISSIONS OR VIOLATION OF THESE TERMS, (F) ANY DAMAGE CAUSED BY

ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS WITHOUT AUTHORIZATION BY ADAPTER.FI; (G) ANY CHANGE IN VALUE OF ANY CRYPTO ASSET, (H) ANY CHANGE IN LAW, REGULATION, OR POLICY (I) SERVER FAILURE OR DATA LOSS (J) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF THE BLOCKCHAIN, ANY COMPUTER OR CRYPTO ASSET NETWORK (INCLUDING ANY WALLET PROVIDER), INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, DOUBLE-SPEND ATTACKS, GOVERNANCE DISPUTES, REPLAY ATTACKS, SYBIL ATTACKS, 51% ATTACKS, MINING DIFFICULTY, HACKING, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, OR CYBERSECURITY BREACHES; AND (K) OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND PLATFORM RULES ISSUED BY ADAPTER.FI.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

#### **Disclaimer of Damages and Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ADAPTER.FI, ITS AFFILIATES AND THEIR 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, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) ARISING OUT OF ADAPTER.FI SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF ADAPTER.FI SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF ADAPTER.FI AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF ADAPTER.FI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF ADAPTER.FI'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF ADAPTER.FI, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY OR ON BEHALF OF ADAPTER.FI AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF ADAPTER.FI SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO ADAPTER.FI UNDER THESE TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

### **Force Majeure**

We shall not incur any penalty or liability for not performing any act or fulfilling any duty or obligation hereunder or in connection with the matters contemplated hereby by reason of any occurrence that is not within our control (including any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, any epidemic or pandemic, or the disruption, unavailability, or malfunction of the Internet, any other pertinent electronic network, any blockchains or smart contracts, or any aspect thereof, or any consensus attack, or hack, or denial-of-service or other attack on the foregoing or any aspect thereof, or on the other networks, software, and infrastructure that enables us to provide these sites). It is understood that we shall use commercially and financially reasonable efforts, to resume performance as soon as reasonably practicable under the circumstances.

### **No Financial Advice**

Adapter.Fi is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities affected by you using Adapter.Fi Services. No communication or information provided to you by Adapter.Fi is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice.

You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. Adapter.Fi does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before making the

decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. Adapter.Fi will not be held responsible for the decisions you make to buy, sell, or hold Digital Asset based on the information provided by Adapter.Fi.

## **Indemnification**

You agree to indemnify and hold harmless Adapter.Fi Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, Adapter.Fi Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of Adapter.Fi Services. If you are obligated to indemnify Adapter.Fi Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, Adapter.Fi will have the right, in its sole discretion, to control any action or proceeding and to determine whether Adapter.Fi wishes to settle, and if so, on what terms.

## **Access and Use of the Service**

Registration is not required to view content on the Service, but even unregistered Users are bound by these Terms. Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service as permitted by the features of the Service. Adapter.Fi reserves all rights not expressly granted herein in the Service and the Adapter.Fi Content (as defined below). Adapter.Fi may terminate this license at any time for any reason or no reason.

## **Copyright/Repeat Infringement**

Adapter.Fi responds to copyright complaints submitted under the Digital Millennium Copyright Act ("DMCA"). Section 512 of the DMCA outlines the statutory requirements needed for the formal reporting of copyright infringement, as well as providing instructions on how an affected party can appeal a removal by submitting a compliant counter-notice. Adapter.Fi will respond to reports of copyright infringement, allegations concerning the unauthorized use of a copyrighted video, image, or other file uploaded through our media hosting services, or pages containing links to allegedly infringing materials.

By using Adapter.Fi, you have agreed to our Terms of Service, which prohibit people from taking any action on Adapter.Fi that infringes or violates someone else's intellectual property rights or otherwise violates the law. If you repeatedly post content that infringes someone else's intellectual property rights, such as copyrights or trademarks, your IP address may be banned and your page removed under Adapter.Fi's repeat infringer policy. If you believe your IP address was banned by mistake, please contact us.

### **Modifications to Service**

Adapter.Fi reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) or any User account with or without notice. You agree that Adapter.Fi shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

### **Updates to Terms**

We reserve the right to modify terms from time to time. If we make any changes to these terms, we will change the "UPDATED" date below and will post the updated terms on this page.

If you have any questions or concerns regarding these Terms, please contact at [legal@adapter.fi](mailto:legal@adapter.fi)