

ANY TOKENS RECEIVED AS A RESULT OF YOUR USE OR ACCESS TO THE INTERFACE PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. ANY OFFERING BEING MADE PURSUANT TO THIS AGREEMENT IS ONLY BEING MADE OUTSIDE THE UNITED STATES TO NON-US PERSONS (AS DEFINED IN SECTION 902 OF REGULATION S UNDER THE ACT) (AND ONLY IN JURISDICTIONS WHERE SUCH OFFER AND SALE IS PERMITTED UNDER APPLICABLE LAW) IN RELIANCE ON REGULATION S UNDER THE ACT. ANY TOKENS RECEIVED MAY NOT BE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

SENIOR POOL AGREEMENT

Updated: July 13, 2021

Welcome to <https://goldfinch.finance>, a website-hosted user interface (the “**Interface**” or “**App**”) provided by Goldfinch Foundation (“**we**”, “**our**”, or “**us**”). The Interface provides access to a decentralized protocol on the Ethereum blockchain that allows suppliers of certain digital assets to Senior Pools on the Interface to receive yield (the “**Protocol**”).

This Senior Pool Agreement (the “**Agreement**”) explains the terms and conditions that govern your use of and access to the Interface and any products, materials, and services provided by or on the Interface (collectively, the “**Services**”). **You must read this Agreement carefully.** By clicking on “accept” or “agree” to this Agreement when prompted, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Interface.

1. Acceptance of this Agreement

1.1. Acceptance Through Using or Accessing the Services

Please review the following terms carefully. In addition to clicking on “accept” or “agree” to this Agreement when prompted, you also agree, by accessing or using the Services (or by clicking on “accept” or “agree” to this Agreement when prompted), to be bound by the terms and conditions of this Agreement on behalf of yourself or the entity or organization that you represent. If you do not agree to the terms and conditions of this Agreement, you may not use or access the Services and must exit the Interface immediately.

1.2. Eligibility Requirements to Use or Access the Services

To access or use the Interface, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least eighteen years old and have the full right,

power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface. You further represent that you are not a citizen, resident, or member of the United States or any jurisdiction or group that is subject to economic sanctions by the United States, or where your use of the Interface could be illegal or otherwise violate any applicable law. You further represent that your access and use of the Interface will fully comply with all applicable laws and regulations, and that you will not access or use the Interface to conduct, promote, or otherwise facilitate any illegal activity.

1.3. Changes to this Agreement

We reserve the right to change this Agreement from time to time in our sole discretion without notice to you. The latest version of the Agreement will be posted on the Interface and should be reviewed prior to accessing or using the Services. If we make any modifications, we will notify you by updating the date at the top of the Agreement. All changes will be effective immediately when posted on the Interface and will apply to your use of and access to the Services from that point onward. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Interface.

2. Access to the Services

The Services may change from time to time as the Protocol evolves, refines, or adds more features to the Services. We reserve the right to modify, withdraw, or discontinue the Services, in whole or in part, at any time without notice to you. You agree that we shall have no liability to you or any third party for any losses or damages caused by the Services not being available, in whole or in part, at any time or for any period.

3. Policy for Using the Services

3.1. Prohibited Uses

You may use the Services for lawful purposes only and in accordance with this Agreement. You agree not to use the Services in any way that could damage the Services or our general business. You may use the Services for any lawful business or commercial purposes.

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

1. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
2. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.

3. Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
4. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.
5. Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law.

4. Intellectual Property Rights

4.1. Ownership of Intellectual Property

You acknowledge that all intellectual property rights, including copyrights, trademarks, trade secrets, and patents, in the Services and its contents, features, and functionality (collectively, the “**Content**”), are owned by us, our licensors, or other providers of such material. The Content is protected by U.S. and international intellectual property or proprietary rights laws. Neither this Agreement nor your access to the Services transfers to you any right, title, or interest in or to such intellectual property rights. Any rights not expressly granted in this Agreement are reserved by us and our licensors.

4.2. License to Use the Services

During the Term of this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use and access the Content for any business or commercial use in accordance with this Agreement. The Content may not be used for any other purpose. This license will terminate upon your cessation of use of the Services or at the termination of this Agreement.

4.3. Certain Restrictions

The rights granted to you in this Agreement are subject to the following restrictions:

1. No Copying or Distribution. You shall not copy, reproduce, publish, display, perform, post, transmit, or distribute any part of the Content in any form or by any means except as expressly permitted herein or as enabled by a feature, product, or the Services when provided to you.
2. No Modifications. You shall not modify, create derivative works from, translate, adapt, disassemble, reverse compile, or reverse engineer any part of the Content.
3. No Exploitation. You shall not sell, license, sublicense, transfer, assign, rent, lease, loan, host, or otherwise exploit the Content or the Services in any way, whether in whole or in part.
4. No Altering of Notices. You shall not delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Content.

5. No Competition. You shall not access or use the Content in order to build a similar or competitive website, product, or service.
6. Systematic Retrieval. You shall not use any information retrieval system to create, compile, directly or indirectly, a database, compilation, collection or directory of the Content or other data from the Services.

4.4. Trademark Notice

All trademarks, logos, and service marks displayed on the Services are either our property or the property of third parties. You may not use such trademarks, logos, or service marks without the prior written consent of their respective owners.

5. Assumption of Risk

The information presented on or through the Services is made available for general information purposes only. We do not warrant the accuracy, completeness, suitability or quality of any such information. Any reliance on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other user to the Services, or by anyone who may be informed of any of its contents.

6. Privacy

The Children's Online Privacy Protection Act requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years old. We do not knowingly collect or solicit personally identifiable information from children under 13 years old. If you are a child under 13 years old, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13 years old, we will delete that information as quickly as possible. If you believe that a child under 13 years old may have provided us personal information, please contact us.

We cannot guarantee that unauthorized third parties will never be able to obtain or use any personally identifiable information ("**PII**") you provide in connection with using or accessing the Services, or aggregate data for improper purposes. You acknowledge that you provide your PII and aggregate data at your own risk. By accessing and using the Interface, you understand and consent to our collection, use, and disclosure of your PII and aggregate data.

7. Third-Party Links and Ads

The Services may contain links to third-party websites, resources, and services, as well as advertisements (collectively, "**Third-Party Links**"). Third-Party Links are provided for your convenience only. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. We have no control over the contents, products, or services of any Third-Party Link and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any Third-Party

Link, you do so entirely at your own risk and subject to the terms and conditions of use for such Third-Party Link. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Third-Party Link.

8. Termination

8.1. Termination

We may suspend or terminate your access or rights to use the Services at any time for any breach of the terms of this Agreement. Upon termination of your access or rights to use the Services, your right to access and use the Services will immediately cease. We will not have any liability whatsoever to you for any suspension or termination of your rights under this Agreement, including for termination of your account. If you have registered for an account, you may terminate this Agreement at any time by contacting us and requesting termination.

8.2. Effect of Termination

Upon termination of this Agreement, any provisions that by their nature should survive termination shall remain in full force and effect. This includes, without limitation, ownership or intellectual property provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to us or any third party.

9. No Warranty

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE AND OUR LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE, COMPLETE, OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR REQUIREMENTS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL THAT MAY RESULT FROM YOUR USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE

SERVICES OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR THIRD-PARTY LINKS, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES OR ANY OTHER USER.

THE SERVICES WOULD NOT BE PROVIDED WITHOUT THESE LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

By accessing and using the Interface, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to the Protocol. You further acknowledge that we are not responsible for any of these variables or risks, do not own or control the Protocol, and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface and interacting with the Protocol.

10. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICES, ANY THIRD-PARTY LINK, OR ANY CONTENT ON THE SERVICES OR SUCH THIRD-PARTY LINK, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, REVENUE, OR PROFIT, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOOD WILL, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF

WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

11. Indemnification

You agree to indemnify, defend, and hold harmless us and our affiliates and us and their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") from and against any and all losses, claims, actions, suits, complaints, damages, liabilities, penalties, interest, judgments, settlements, deficiencies, disbursements, awards, fines, costs, fees, or expenses of whatever kind, including reasonable attorneys' fees, fees and other costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or relating to your breach of this Agreement or your use or misuse of the Services including, but not limited to, any actions taken by a third party using your account. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to assist and cooperate with our defense or settlement of these claims.

12. Disputes

12.1. Governing Law

All matters relating to this Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to any conflict of law principles.

12.2. Dispute Resolution

Any action or proceeding arising out of, or related to, this Agreement or the Services shall be brought only in a state or federal court located in the State of California, San Francisco, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You hereby irrevocably submit to the jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venues.

In our sole discretion, we may require any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, to be submitted to and decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association in San Francisco, California. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings shall be awarded

reasonable attorneys' fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

All arbitrations shall proceed on an individual basis. You agree that you may bring claims against us in arbitration only in your individual capacities and in so doing you hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. Notwithstanding anything to the contrary under the rules of the American Arbitration Association, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS PROVISION APPLIES TO CLASS ARBITRATION.

12.3. Limitation to Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY WAIVED AND BARRED.

13. Regulation S

13.1. Foreign Laws

You hereby represent that you have satisfied yourself as to the full observance of the laws of your jurisdiction in connection accessing or using the Services (or by clicking on "accept" or "agree" to this Agreement when prompted), including (a) the legal requirements within your jurisdiction for the receipt of any tokens that may be distributed by accessing or using the Services, (b) any foreign exchange restrictions applicable to any such receipt, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, receipt, holding, redemption, sale, or transfer of any tokens that may be distributed by accessing or using the Services. Your receipt and continued beneficial ownership of any tokens that may be distributed by accessing or using the Services will not violate any applicable securities or other laws of your jurisdiction.

13.2 Regulation S Restrictions

You hereby make the following additional representations and warranties and agreements:

1. You are not a U.S. Person as defined in Rule 902(k) of Regulation S under the Securities Act. Any purchase or distribution of any tokens to you as a result of accessing or using the Services was made in an offshore transaction (as defined in Rule 902(h) of Regulation S), no directed selling efforts (as defined in Rule 902(c) of Regulation S) with respect to any tokens were made in the United States, and you are not receiving any tokens for the account or benefit of any U.S. Person;
2. You will not, during the restricted period that is applicable to any tokens set forth in the legend set forth below (the “**Restricted Period**”) and to any certificate deemed to represent any tokens, offer or sell any of the foregoing (or create or maintain any derivative position equivalent thereto) in the United States, to or for the account or benefit of a U.S. Person or other than in accordance with Regulation S; and
3. You will, after the expiration of the applicable Restricted Period, offer, sell, pledge or otherwise transfer any tokens (or create or maintain any derivative position equivalent thereto) only pursuant to registration under the Securities Act or any available exemption therefrom and, in any case, in accordance with applicable state securities laws.

You acknowledge and agree that any tokens will be deemed to bear the legend set forth below (in addition to any other legend required by applicable federal, state or foreign securities laws or provided in any other agreement with us):

ANY TOKENS THAT MAY BE DISTRIBUTED BY ACCESSING OR USING THE SERVICES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”) WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AND WE DO NOT INTEND TO REGISTER THEM. PRIOR TO THE ONE YEAR ANNIVERSARY FROM THE DATE OF PURCHASE, ANY SUCH TOKENS MAY NOT BE OFFERED OR SOLD (INCLUDING OPENING A SHORT POSITION IN SUCH TOKEN) IN THE UNITED STATES OR TO U.S. PERSONS AS DEFINED BY RULE 902(k) ADOPTED UNDER THE ACT, OTHER THAN TO DISTRIBUTORS, UNLESS THE TOKENS ARE REGISTERED UNDER THE ACT, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT IS AVAILABLE. YOU, PRIOR TO THE ONE YEAR ANNIVERSARY FROM THE DATE OF PURCHASE OF SUCH TOKENS, MAY RESELL SUCH TOKENS ONLY PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT OR OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S OF THE ACT, OR IN TRANSACTIONS EFFECTED OUTSIDE OF THE UNITED STATES PROVIDED YOU DO NOT SOLICIT (AND NO ONE ACTING ON YOUR BEHALF SOLICITS) PURCHASERS IN THE UNITED STATES OR OTHERWISE ENGAGE(S) IN SELLING EFFORTS IN THE UNITED STATES AND PROVIDED THAT HEDGING TRANSACTIONS INVOLVING SUCH TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT. A HOLDER OF ANY SUCH TOKENS WHO IS A DISTRIBUTOR, DEALER, SUB-UNDERWRITER OR OTHER SECURITIES PROFESSIONAL, IN ADDITION, CANNOT PRIOR TO THE ONE YEAR

ANNIVERSARY FROM THE DATE OF PURCHASE, RESELL THE TOKENS TO A U.S. PERSON AS DEFINED BY RULE 902(k) OF REGULATION S UNLESS THE TOKENS ARE REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

14. Miscellaneous

14.1. Waiver

Except as otherwise set forth in this Agreement, no failure by us to exercise, or delay by us in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.2. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.3. Entire Agreement

This Agreement, together with all documents referenced herein, constitutes the entire agreement between you and us with respect to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof.

14.4. Headings

Headings and titles of sections, clauses, and parts in this Agreement are for convenience only. Such headings and titles shall not affect the meaning of any provisions of the Agreement.

14.5. No Agency, Partnership or Joint Venture

No agency, partnership, or joint venture has been created between you and us as a result of this Agreement. You do not have any authority of any kind to bind us in any respect whatsoever.

14.6. No Fiduciary Duties

This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived,

and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

14.7. Assignment

You shall not assign or delegate any of your rights or obligations under this Agreement without our prior written consent. Any purported assignment or delegation in violation of this Section shall be deemed null and void. No assignment or delegation shall relieve you of any of your obligations hereunder. We may freely assign or delegate its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

14.8. Not Professional Advice

All information provided by the Interface 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 in the Interface. Before you make any financial, legal, or other decisions involving the Interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

15. Contact Information

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to admin@goldfinch.finance.