# Dango Terms of Use

Last updated: August 11, 2025

THESE TERMS INCLUDE A WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, AS WELL AS A MANDATORY ARBITRATION CLAUSE THAT GOVERNS RESOLUTION OF CERTAIN DISPUTES AND WAIVES YOUR RIGHT TO SUE IN COURT OR HAVE A TRIAL BY JURY. PLEASE READ SECTION 21 CAREFULLY.

#### 1. Introduction

These Terms of Use (these "Terms" or this "Agreement") are a contract between you and Left Curve Software Limited and its affiliates ("Dango," "we," "our," or "us") and govern your access to and use of the website hosted user interface located at <a href="https://dango.exchange/">https://dango.exchange/</a> and all related components (the "Interface"), and such other software applications and online services provided by Dango from time to time (together with the Interface, the "Services").

By accessing or using any portion of the Services, or, if earlier, by clicking on an "I Agree" button or check box presented with these Terms, you agree to comply with and be bound by these Terms and any materials expressly incorporated herein. If you do not agree, you are not authorized to access or use any of the Services and should not use the Services.

# 2. Amendments to this Agreement

Dango reserves the right to amend this Agreement and/or policies that govern the Services from time to time and in our sole discretion. Any changes will be effective immediately upon posting of the revisions, and you waive any right you may have to receive specific notices of such changes or modifications. By continuing to use the Services after any changes are posted, you agree to be bound by those changes. If you do not agree to the changes, you may stop using the Services.

#### 3. The Services

### 3.1. The Interface

The Interface provides a web or mobile-based means to access the Dango decentralized software protocol, which includes the Dango public blockchain network and certain applications (the "**Protocol**"). The Protocol allows users to transact in certain blockchain-compatible cryptographic digital assets supported by the Protocol ("**Digital Assets**"). The Protocol is operated

The Interface is distinct from the Protocol and is one, but not the exclusive, means of accessing the Protocol. The Protocol itself is comprised of open-source or source-available self-executing, blockchain-enforced smart contracts. You acknowledge and agree that Dango has no control over any public blockchain networks or any transactions, including Digital Asset transactions, conducted on or through the Protocol, whether or not performed through the Interface.

All transactions conducted on the Protocol are executed by a decentralized set of several disaffiliated node operators called "Validators" which programmatically observe, verify, and collectively attest to the validity of users' transactions through the Protocol. The Company is solely a provider of the Interface, has no involvement in the execution of transactions, and expressly disclaims any liability for losses or damages arising from or related to any interaction with, or actions taken on, the Interface. By accessing or using the Protocol through the Interface, you understand that you are not buying or selling Digital Assets from us and we do not own, operate, or control the Protocol, any blockchain networks, or any Digital Assets.

To use certain functions of the Interface, you must create an account (a "User Account") via the Interface. Your User Account will include a non-custodial, unhosted Digital Asset wallet (the "Wallet"). Your User Account is a suite of blockchain-based smart contracts that includes your Wallet—it is NOT an "account" maintained or controlled by Dango or anyone other than the user. You agree that you will not disclose your User Account access credentials, including without limitation your Passkey (as defined below) or any usernames and passwords associated with your User Account, to anyone or otherwise provide anyone else with access to your User Account credentials. You are solely responsible for all activities that occur under your User Account, or are otherwise referable to your User Account credentials, whether or not you know about such activities.

Dango, your User Account, and your Wallet are non-custodial, meaning we do not have access to any of the private keys that permit you to access the Digital Assets you hold in your Wallet and/or User Account. We are not able to take custody of your Digital Assets or otherwise control your Wallet and/or User Account under any circumstances.

To create a User Account, you will be prompted to use a "Passkey" which is made available to you by unaffiliated third parties, such as Google or Apple. The cryptographic private key underlying your Passkey is only known to your local device (or synced between devices by a Passkey management service like iCloud or 1Password). For more information about Passkeys generally, please visit: <a href="https://fidoalliance.org/passkeys/">https://fidoalliance.org/passkeys/</a>. Your Passkey enables you to authenticate and create sessions within your User Account and transact in Digital Assets held in your Wallet.

Alternatively, you may create and access your User Account by connecting a third-party or non-custodial externally-owned account that interacts with public blockchains ("**EOA**"). Your relationship with your EOA's third-party service provider is governed by the terms and provisions of such third party's agreement(s) with you. We do not have custody or control over the contents of your EOA and have no ability to retrieve or transfer its contents or reverse any erroneous transactions. By connecting your EOA to our Interface, you agree to be bound by this Agreement.

You acknowledge and understand that, in certain circumstances, such as if you lose or are otherwise unable to access your username, password, Passkeys or EOA for identity validation (*collectively*, "**Access Credentials**") connected to your User Account, you will be

unable to access any Digital Assets stored in your Wallet. By using the Website, the Interface, or the Services, the User understands, acknowledges, and agrees that the User is solely responsible for the security of the User's Access Credentials enabling you to access your User Account. Your Access Credentials are the only ways to access to your User Account. Anyone who can access your Access Credentials can access, transfer or spend your Digital Assets. You are solely responsible for making any arrangements as necessary to provide trusted individuals with a means of accessing your User Account and your Access Credentials in the event that you die or become incapacitated. By using the Services, you acknowledge the foregoing and agree that Dango does not store your Access Credentials and is not responsible in any way for the security of your Access Credentials and you agree to hold Dango, its affiliates, representatives, agents, and personnel harmless and that no such party shall be liable in any way in the event you lose your Access Credentials and cannot access, transfer or spend your Digital Assets. You bear sole responsibility for any loss of your Digital Assets due to failure to retain and/or secure your Access Credentials.

# 3.2. Third Party Services and Content

The Services may include links to sites, technology, applications, and resources provided or otherwise made available by third parties, including (without limitation) content, materials, and/or information provided by other users, bloggers, advertisers, third-party licensors, syndicators, blockchain users, decentralized applications, aggregators, and/or reporting services (collectively, "Third Party Services"). Your access and use of any Third Party Services may be subject to additional terms and conditions, privacy policies, or agreement(s) with such third parties. Dango has no control over and is not responsible for the accuracy, availability, reliability, or completeness of any services, information or content shared by or made available through Third Party Services, or the privacy practices of Third Party Services.

You, and not Dango, will be responsible for any and all costs and charges associated with your use of any Third Party Services. The integration or inclusion of any Third Party Service does not imply endorsement or recommendation. Any dealings you have with third parties while using the Services—including if a Third Party Service may have infringed your intellectual property rights, are between you and such third party. Dango will not be responsible or liable, directly, or indirectly, for any damage or loss cause or alleged to be caused by or in connection with use of or reliance on any Third Party Services.

### 4. Eligibility

If you are an individual, you represent and warrant that you are at least 18 years old, capable of forming a binding contract with Dango in your respective jurisdiction, and not a Restricted Party (as defined in Subsection 4.1 below). If you are accessing or using the Services on behalf of a legal entity or other organization, you represent and warrant that you are authorized to agree to these Terms for that entity or organization and represent to Dango that you have the power and authority to bind your legal entity or organization to these Terms.

### 4.1. Restricted Parties

In connection with the Services, you represent and warrant that:

- a. Neither you, nor anyone controlling your User Account or acting on your behalf, are located or headquartered in a comprehensively sanctioned jurisdiction, which currently includes but not limited to Afghanistan, Belarus, Central African Republic, Congo (Brazzaville & Kinshasa), Cuba, Iran, Libya, North Korea, Somalia, South Sudan, Sudan, Syria, Yemen, Zimbabwe, and certain sanctioned areas of Russia and Ukraine (including without limitation, the regions of Crimea, Donetsk, and Luhansk); or where use of the Services would be illegal or otherwise violate any applicable laws (collectively, "Sanctioned Persons").
- b. You will comply with all applicable laws including without limitation the United States Commodities Exchange Act (the "**CEA**"). You may not use certain aspects of the Protocol if you are a citizen of, a resident of, or domiciled in the United States, or if doing so is prohibited under any other applicable laws in your jurisdiction.
- c. You will comply with all applicable laws including but not limited to export restrictions, end-user restrictions, antiterrorism laws, anti-money laundering laws, and economic sanctions. You are not permitted to use the Services if doing so would, directly or indirectly, violate applicable laws including but not limited to economic or financial sanctions or trade embargoes imposed, administered, or enforced by: the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union, the United Nations, the European Union, the United Kingdom, or any other applicable national, regional, provincial, state, municipal, or local laws and regulations (collectively, "Sanctions Laws"); and
- d. Except as authorized or otherwise not prohibited under the terms of applicable Sanctions Laws, neither you or anyone person or entity controlling you are subject to Sanctions Laws, or performing any activities on behalf of someone who is the subject of Sanctions Laws.

### (each a "Restricted Party").

You are solely responsible for determining whether your access to and use of the Interface complies with applicable laws and regulations in your jurisdiction, including, but not limited to, laws governing futures, forwards, swaps, derivatives, and margined trading. By using the Interface, you expressly represent and warrant that your activities are lawful under such applicable laws.

### 4.2. Verification and Screening

You may be required to provide us directly, or through a third party, with certain information and documentation. You represent and warrant that any information and documentation that you provide to us, whether as part of the Services or otherwise, is complete and accurate. We may employ various measures to comply with our anti-money laundering obligations and otherwise prevent the misuse of the Services. These verification and screening procedures may include, without limitation, checking the information you provide

against sanctions lists issued by any governmental authority prohibiting or limiting business activities or transactions with any persons. You hereby authorize us, directly or through a third party, to make inquires that we consider necessary to verify your identity and/or protect against the misuse of the Services. We shall have no liability or responsibility for any permanent or temporary inability to access or use the Services as a result of any identity verification or other screening procedures.

### 5. Third Party Applications and Release

### 5.1. Non-Custodial; Security

If, to the extent permitted by Dango, you grant permission to a Third Party Service to access or connect to the Services, either through a Third Party Service or the Services, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms. You will be fully responsible for all acts or omissions of any third party. Further, you acknowledge and agree that you will not hold Dango responsible for, and will indemnify Dango from, any liability arising out of or related to act(s) or omission(s) of a third party with access to the products or services you use to access the Services including your Wallet.

The Services are purely non-custodial applications; we cannot and do not have custody, possession, or control of your Digital Assets at any time. Further, you are solely responsible for the custody of the cryptographic private keys associated with your User Account or Wallet and you should never share your Access Credentials with anyone. We accept no responsibility for, or liability to you, in connection with your use of the Services. We reserve the right, in our sole discretion, to prohibit certain users or EOA addresses from being able to connect to the Interface or from accessing or using other aspects of the Services.

#### 5.2. Waiver of Claims

To the maximum extent permitted by applicable law, you waive any and all claims demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, against Dango, its affiliates, and each of their respective officers, employees, agents, and successors arising out of or in any way related to any of the risks set forth herein. You waive application of Section 1542 of the Civil Code of the State of California, or any similar stature or law of any other jurisdiction. Section 1542 reads as follows: "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

#### 6. Risk Disclosures

You understand, accept, and agree to assume all of the various risks involved in using, holding, transacting, and transferring Digital Assets and the use of the Services, including all of the following risks:

 Digital Assets, the features, functions, characteristics, operations, use, and other properties and/or software, networks, protocols, systems, or other technology that Digital Assets interact with is complex; and Digital Asset terms, features, or risks may not be readily or fully understood due to such complexities.

- Digital Assets will be irretrievably lost if sent to the wrong address, if the address is improperly formatted, contains an error, or involves a certain type of Digital Asset that is not compatible with the relevant blockchain network.
- Digital Assets may be subject to forks or attacks on the security, integrity, and/or operation of the networks, including any network events. These events may affect features, functionality, operations, use, or properties of any Digital Asset or network and/or the value of any Digital Asset.
- Any Digital Asset or the Services may be targeted by malicious persons or individuals who may attempt to disrupt the Services or steal Digital Assets. This includes but is not limited to malware, hacking, phishing, double spending, smurfing, spoofing, sybil attacks, social engineering, majority mining, mining attacks, distributed denial of service, and blockchain forks.
- The public nature of the internet means that parts or the entire internet may be unreliable or unavailable at any given time. Interruption, delay, corruption or loss of data, the loss of confidentiality or privacy through the course of data transmission, or malware transmission may occur when transmitting data via the internet and/or other technology. This may result in your transactions not being executed according to your instructions at the requested time, or not executed at all. There is no technology that is completely secure or safe.
- Any Digital Asset may decrease in value or lose all value in a short period of time or permanently due to various factors, including but not limited to: government or regulatory activity, the discovery of wrongful or illegal conduct, market manipulation, price distortion, insider dealing, market distortion, malicious wrongdoing or behaviors, changes to the Digital Asset's nature or characteristics, suspension, or cessation of support for a Digital Asset by exchanges, public opinion, other factors outside of our control, technical advancements, and macroeconomic and political factors.
- Digital Assets involved with a decentralized application (like the Protocol) or a
  Wallet software provider are not protected deposits and/or are not protected by any
  deposit protection scheme in any relevant jurisdiction. Thus, Digital Assets have a
  reduced level and type of protection compared to fiat currencies and other asset
  classes or types.
- Digital Assets are generally considered a high-risk asset class and may not be considered securities under certain jurisdictions. You must exercise prudent judgment when transacting Digital Assets.
- The Services may undergo significant changes over time. Moreover, we may limit control over how other participants use the Services and what Services are offered on or through the Interface. This could create the risk that the Services may not meet your expectations, for any number of reasons including mistaken assumptions

or analysis, a change in the design and implementation plans, and execution of the Services.

- We currently rely on third-party service providers for certain aspects of our operations, including cloud computing services and data centers that provide facilities, infrastructure, website functionality and access, components, and services; databases and data center facilities and cloud computing; as well as third parties that provide certain outsourced services and functions, all of which are critical to our operations. Because we rely on third parties to provide these services and to facilitate certain of our business activities, we face increased operational risks. Any interruptions in services provided by these third parties may impair our ability to support our customers and offer (or maintain) the Services.
- We do not directly manage the operation of any of the service providers we use, including their data center facilities. Such third parties may be subject to financial, legal, regulatory, and labor issues, cybersecurity incidents, break-ins, computer viruses, denial-of-service attacks, sabotage, acts of vandalism, privacy breaches, service terminations, disruptions, interruptions, and other misconduct. They are also vulnerable to Force Majeure Events (defined below). Also, these third parties may breach their agreements with us, disagree with our interpretation of contract terms or applicable laws and regulations, refuse to continue or renew these agreements on commercially reasonable terms or at all, fail or refuse to process transactions or provide other services adequately, take actions that degrade the functionality of the Services, impose additional costs or requirements on us or our customers, or give preferential treatment to competitors.
- You acknowledge that you and/or your Digital Assets may be subject to scams and other types of fraud perpetrated by third parties outside of our control. It is your responsibility to be aware of and protect against such fraud. There is a risk of loss of your Digital Assets and other assets in the event you are subject to such fraud.
- All blockchain transactions include data, and in certain circumstances may include personal information about you. Many blockchain networks, like the Dango blockchain, store transaction data publicly and permanently. When you use such technology, you are intentionally making that transaction data public and acknowledge that the data cannot be deleted, removed, or reversed due to the nature of blockchain technology.
- Digital Assets are subject to an extensive and rapidly evolving regulatory landscape, and any changes to any laws and regulations could adversely impact our ability to offer, and your use of and access to, the Services in your jurisdiction. Further, such changes could also impact your legal obligations with respect to your use of the Services.
- You understand that smart contract transactions automatically execute and settle, and that blockchain-based transactions are irreversible when confirmed. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase dramatically at any time.

# 7. General User Acknowledgements and Covenants

By accessing or using the Services, you acknowledge, represent, and warrant, in each case as applicable, as follows:

# 7.1. Acknowledgement and Assumption of Risks

You represent and warrant that you have received a copy of, have carefully read, understand, accept, and agree to be bound by these Terms and assume all of the various risks involved in using, holding, trading, delivering, transacting, and transferring Digital Assets and the use of the Services, including but not limited to the risks specifically set forth in Section 6 above. You agree that Dango shall not be liable to you for any loss, damage, expense, or liability that may relate to your use of the Services. Further, you represent that you are able to bear any financial or other loss associated with or that may otherwise relate to your access or use of the Services.

#### 7.2. Non-Reliance

You represent that you are not relying on (and will not at any time rely on) any communication (written or oral) of Dango as advice or as a recommendation to engage in any transaction involving Digital Assets. Further, you confirm that Dango has not given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of transacting in Digital Assets and/or made any representation to you regarding the legality of transacting in Digital Assets under any applicable law. In deciding to use the Services to transact in Digital Assets, you are not relying on the advice or recommendations of Dango, and you have made your own independent decision that using the Services and transacting in Digital Assets are suitable and appropriate for you.

We do not provide investment advice, and any content on the Interface or other communication channels should not be considered as advice.

You are solely responsible for seeking professional advice regarding your particular financial, legal, and technical circumstances, and other conditions prior to commencing your use of the Services. You represent and warrant that you fully understand all risks associated with using the Services and you have the necessary experience, understanding, and risk tolerance for using the Services, including the necessary experience and knowledge to enter into any relevant transaction through the Services. You agree to carefully consider and use clear judgment to evaluate your financial situation and risks before making any decisions to use the Services. You accept the risk of using the Services and are responsible for conducting your own independent analysis of the risks specific to your use of the Services.

#### 8. Prohibited Uses

You may not use the Services to engage in the following (representative, but not exhaustive) categories of activities:

 Unlawful Activity. Activity which, in any way, would violate, or assist in violation of, any law, statue, ordinance, or regulation, sanctions programs administered in the countries where Dango offers the Services, or which would involve proceeds of any

- unlawful activity; publish, distribute, or disseminate any unlawful material or information.
- Money Laundering and Sanctions Violations. Activity that involves or facilitates
  money laundering, terrorism financing, proliferation financing, or any other illegal
  financial activity, including the use of the Interface to engage in or support
  transactions prohibited by applicable sanctions laws or regulations.
- Abusive of Others. Interfere with another individual's access to or use of the Services including but not limited to exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content; defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights of others; ask for personally identifiable information, or otherwise; transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation; to impersonate or attempt to impersonate Dango, an employee, another user, or any other person or entity (including, without limitation, by using email addresses, screen names, similarly named or commonly misspelled URLs, or associated blockchain identities); engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services; incite, threaten, encourage, or promote hate, racial intolerance, or violent acts against others.
- Fraud. Activity which operates to deceive or defraud, or attempt to deceive or defraud, Dango, any users or any other person, including without limitation providing any false, inaccurate, or misleading information whether directly through the Services or through an external means that affects the Services with the intent to unlawfully obtain the property of another or to provide knowingly or recklessly false information, including in any way that causes inaccuracy among the content on the Services.
- Market Manipulation. In any manner, directly or indirectly, designed to cause or to result in, or that has constituted, or which might reasonably be expected to constitute, the unlawful stabilization or manipulation of the price of any Digital Assets on any of blockchain networks or other blockchains or any other Digital Assets, including but not limited to fungible Digital Assets or non-fungible tokens.
- **Gambling**. Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.
- Restricted Parties. If you or anyone controlling or acting on your behalf are located or headquartered in a comprehensively sanctioned jurisdiction, which currently includes but not limited to Afghanistan, Belarus, Central African Republic, Congo (Brazzaville & Kinshasa), Cuba, Iran, Libya, North Korea, Somalia, South Sudan, Sudan, Syria, Yemen, Zimbabwe, and certain sanctioned areas of Russia and Ukraine (including without limitation, the regions of Crimea, Donetsk, and Luhansk); or where use of the Services would be illegal or otherwise violate any applicable laws.

- Abusive Activity. To cause the Services, the Services underlying blockchain networks or technologies, or any other functionality with which the Services interact, to work other than as intended; damage the reputation of Dango or impair any of our legal rights or interests; engage in any activity or behavior that violates any applicable laws concerning, or otherwise damages, the integrity of the Services, or any other service or software which relies on the Services; use the Services in any manner that could disable, overburden, damage, impair, or interfere with the Services, including the ability to engage in real time activities through the Services; use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services; attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services or information in connection with the Services is stored, or any server, computer, or database connected to the Services, including any underlying blockchain.
- Circumvention of Restrictions. Activity that attempts to bypass, evade, or circumvent any restrictions imposed by the Interface or Dango. This includes but is not limited to: (a) using technologies such as VPNs, proxies, or other methods to conceal your location; (b) making false statements or misrepresentations about your residency, citizenship, or compliance with applicable laws; or (c) engaging in any other activity designed to evade the restrictions set forth in these Terms or applicable laws. By accessing or using the Interface, you represent and warrant that you are not a Restricted Party as defined in these Terms.
- Intellectual Property Infringement. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable law or regulation or that otherwise may be in conflict with these Terms; engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, software, or other licensed materials without the appropriate authorization from the rights holder; use Dango's intellectual property, name, or logo, including use of any Dango trade or service mark, without express consent of Dango or in a manner that otherwise harms Dango or the Dango brand; any action that implies an untrue endorsement by or affiliation with Dango.

### (each a "Prohibited Use")

You agree and represent that you will not engage in any Prohibited Use in connection with the Services. You represent and warrant that you: (a) will abide by any and all applicable laws of the jurisdiction where you are located; (b) all local, national, and international practices regarding Internet use; (c) and all network agreements, rules, and procedures related to or in connection with the Services; (d) will use the Services including Digital Asset transactions in a manner that complies with applicable law and regulation in your jurisdiction; (e) have obtained sufficient information about the Services, Digital Assets, and other services or products in connection with the Services to make an informed decisions in regard to your use of the Services; (f) shall bear the full responsibility for any and all activities that occurs in connection with your use or access to the Services including

without limitation transactions of Digital Assets, interacting with the Services, disclosing, or publishing information, clicking to agree with various agreements, and uploading and submitting various documents or information; and (g) are the legal and rightful owner of the Digital Assets in the Wallet address(es) and/or Digital Assets you use in connection with the Services.

### 9. Changes, Suspension, and Termination

Dango may, at its discretion and without liability to you, with or without prior notice and at any time, modify, discontinue, temporarily, or permanently, all or any portion of the Interface. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or terming your access to the Interface may be based on our confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you. Dango will not be liable for any losses suffered by you resulting from any modification of the Services or from any suspension or termination of your access to all or a portion of the Interface (whether pursuant to this Section 9 or for any other reason. You acknowledge that Digital Asset values may fluctuate considerably during any period during which the Services have been suspended and agree that Dango will have no liability for any such fluctuations.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. You waive and hold harmless Dango and its affiliates, licensees, and service providers from any claims resulting from any action taken by Dango and/or any of the foregoing parties during, or taken as a consequence of, investigations by us, such parties, or law enforcement authorities.

### 10. Intellectual Property Rights

#### 10.1. Dango Materials

The Services and its entire contents, features, and functionality including but not limited to all information, software, text, displays, images, video, and audio, the design, selection, and arrangement thereof, and the "look and feel" of the Services, except any open source software, are owned by Dango ("Dango Materials"), its licensors, or other providers of such material and are protected by applicable and/or international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

#### 10.2. Limitations on Use

In connection with your use of the Services, you may use the Dango Materials solely as authorized by us for as long as we permit you to continue accessing the Services. Without limiting the foregoing, you agree not to: (a) resell, lease, lend, share, distribute, or otherwise permit any third party to use the Services, Dango Materials, or use the Services or Dango Materials in any service bureau environment; (b) modify or create derivative works of the Services or Dango Materials, or any portion thereof, or any data or information received by you in connection therewith; (c) frame, display, or incorporate the Services or Dango Materials in any website or any other work of authorship; (d) decompile,

disassemble, reverse engineer, or attempt to discover the source code of the Services or Dango Materials; (e) use the Services or Dango Materials to design, develop, or create any competing product or service; or (f) otherwise use the Services or Dango Materials for any commercial or noncommercial purpose other than their intended purposes determined at Dango's discretion.

### 10.3. Rights We Grant You

We hereby permit you to use and access the Services, provided that you comply with these Terms. If any software, content, or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you a non-sublicensable, non-transferable, and non-exclusive right and license to execute, access, and display such software, content, and materials provided to you as part of the Services, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms.

### 10.4. Reservation of Rights

If your use or access to the Services is in breach of these Terms, your right to access the Services will stop immediately and you must, at our sole option, return or destroy any copies of the materials that you made directly or indirectly from the Services. No right, title, or interest in or to the Services is transferred to you, and all rights not expressly granted are reserved by Dango. You may freely use any open-sourced materials up to the limits provided, but in accordance with any requirements placed, by those materials' open-source licenses. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other applicable laws.

#### 10.5. Trademarks

Dango's name, the term "**Left Curve Software**" and all related names, logos, product and/ or service names, designs, and slogans are trademarks of Dango, its affiliates, or licensors. You agree not to use such marks without the prior express written permission of Dango.

#### 11. Services Content

We do not warrant the accuracy, completeness, or usefulness of any materials or information that we or a third party present on or through the Services and such information is made available solely for general information and education purposes. Any information posted to the Services should not be construed as an intention to form a contract, and in no case should any information be construed as our offer to buy, sell, exchange, or otherwise transact Digital Assets. We disclaim all liability and responsibility arising from any reliance placed on such information or materials by you, any other user or person who may be informed of any of the Services contents, or by the actions or omissions of others interacting with the Services.

#### 12. Interactions with other Users

You are responsible for your interactions with other users on or through the Services. While we reserve the right to monitor interactions between users, we are not obligated to do so, and we cannot be held liable for your interactions with other users, or for any user's

actions or inactions. If you have a dispute with one or more users, now or in the future, you agree to release Dango (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

#### 13. Promotions

Dango may make available special offers or conduct promotions for qualifying users. Subject to applicable laws, Dango, or the issuer of a Digital Asset subject to an offer or promotion, may establish qualifying criteria to participate in any special promotions at its sole discretion. Dango may revoke any special offer at any time and for any reason without advance notice to you. Dango is under no obligation to make available special offers to all Dango users. Dango makes no recommendation and does not provide any advice about the value or utility of any Digital Asset that is part of a promotion.

#### 14. Feedback

Any questions, suggestions, responses, ideas, feedback, reviews, or other information or materials regarding the Services provided by you to Dango (collectively, "Feedback"), are non-confidential. Dango will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise without acknowledgment, attribution, or compensation to you. You hereby assign to Dango all right, title, and interest to Feedback together with all associated intellectual property rights and waive any claim for, acknowledgement or compensation based on any Feedback or any modifications made based on any Feedback.

### 15. Relationship of the Parties

Dango is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in your use of the Services. Dango does not provide investment, tax, or legal advice, and you are solely responsible for any transaction, investment, strategy, decision, or other act that you make when using the Services. Dango may provide educational material or information on the Interface, through the Services, social media account, or other channel of communication. No communication or information provided to you by Dango is intended as, or shall be considered or construed as, advice.

To the fullest extent permissible by law, you agree that your access or use of the Services causes Dango or any user to owe fiduciary duties or liabilities to you or any third party. Further, you acknowledge and agree to the fullest extent such duties or liabilities are afforded by law or by equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated, and that Dango shall be held completely harmless in relation thereof.

### 16. Charges and Fees

#### 16.1. Protocol Fees

You may be charged fees via your access to the Protocol. You are responsible for doing your own diligence on any third party interface to understand any applicable fee or charge that such third party may charge you.

### 16.2. Our Charges and Fees

We may, in our sole discretion and at any time, set or modify the fees for the Services. If we decide to set or modify fees for the Services, the fee schedule will be available on the Interface. Except when required by law, fees are non-refundable.

### 16.3. Blockchain Fees

Blockchain transactions require the payment of transaction fees to the appropriate network's nodes, miners, validators, or operators ("**Blockchain Fees**"). You will be solely responsible to pay the Blockchain Fees for any transaction that you initiate via the Services. Fees may be incurred on Dango when you interact with it through the Interface. You acknowledge and agree that you are solely responsible for paying all such fees, and that you understand and accept that the cost and speed of transacting with blockchain-based systems is variable and may increase at any time.

#### 17. General Service Terms

### 17.1. Smart Contract Transactions

In connection with the Services, transactions rely on smart contracts stored on various blockchains, cryptographic Digital Assets generated by 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. A defining feature of blockchain technology is that its entries are immutable, which means, as a technical matter, they generally cannot be deleted, modified, or reversed by anyone. You acknowledge and understand that smart contracts dictate how funds and ownership of Digital Assets are distributed on blockchain networks and through the Protocol.

#### 17.2. Taxes

It is your sole responsibility to determine whether and to what extent any taxes apply to activity you conduct through the Services; and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. No communication or information provided to you by Dango is intended as, or considered or construed as, legal or tax advice.

# 18. Warranty Disclaimer

TO THE FULLEST EXTENT PROVIDED BY LAW, DANGO WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, MAN-IN-THE-MIDDLE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES, PROTOCOL, OR DANGO MATERIALS, AND ANY PRODUCT,

SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO THROUGH THE SERVICES, OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY THIRD PARTY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES AND ANY SERVICES CONTENT IS AT YOUR SOLE RISK. THE SERVICES, DANGO MATERIALS, PROTOCOL, AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, DANGO, NOR ANY PERSON ASSOCIATED WITH DANGO, MAKE, AND EXPLICITLY DISCLAIM, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED THE SERVICES, DANGO MATERIALS, OR PROTOCOL, AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) THE WARRANTIES OF MERCHANTABILITY. NON-INFRINGEMENT. AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER DANGO NOR ANY PERSON ASSOCIATED WITH DANGO MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES, DANGO MATERIALS, PROTOCOL, AND/OR ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO.

DANGO AND ANY PERSON ASSOCIATED WITH DANGO DOES NOT REPRESENT OR WARRANT THAT: (A) ACCESS TO THE SERVICES, DANGO MATERIALS, PROTOCOL AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, WITHOUT DELAY, ERROR-FREE, SECURE, OR FREE FROM DEFECTS; (B) THE INFORMATION CONTAINED OR PRESENTED ON THE SERVICES, DANGO MATERIAL, OR PROTOCOL IS ACCURATE, RELIABLE, COMPLETE, CONCISE, CURRENT, OR RELEVANT: (C) THE SERVICES, DANGO MATERIALS, OR PROTOCOL, AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO OR ANY SOFTWARE CONTAINED THEREIN WILL BE FREE FROM DEFECTS. MALICIOUS SOFTWARE, ERRORS, OR ANY OTHER HARMFUL ELEMENTS, OR THAT ANY OF SUCH WILL BE CORRECTED; OR (D) THE SERVICES, DANGO MATERIALS, AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO WILL MEET ANY USER'S EXPECTATIONS. NO INFORMATION OR STATEMENT THAT WE MAKE, INCLUDING DOCUMENTATION OR OUR PRIVATE COMMUNICATIONS, SHOULD BE TREATED AS OFFERING ANY WARRANTY CONCERNING THE SERVICES, DANGO MATERIALS, OR PROTOCOL, AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY CONTENT, ADVERTISEMENTS, OFFERS, STATEMENTS, OR ACTIONS BY ANY THIRD PARTY EITHER REGARDING THE SERVICES, DEDUT MATERIALS, AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You are solely responsible for your use of the Services, the functionalities that you enable, transactions engaged on the Protocol through the Services, and access or use of the information derived thereof. You are solely responsible for complying with all applicable laws related to its transactions and activities that directly or indirectly incorporate our provision of the Services. You acknowledge and understand Dango is not registered nor licensed with, nor have the Services or the software contained therein been reviewed by, any securities, commodities, or other financial or banking regulator. You further understand that we cannot and do not guarantee or warrant that files available for download from the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for: (a) an appropriate blockchain-based utility; (b) anti-virus protection and accuracy of data input and output; (c) your participation in and use of the Protocol and related technologies; and (d) maintaining a means external to our site to reconstruct any lost data.

### 19. Indemnification

You agrees to defend, indemnify, and hold harmless Dango, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your violation of these Terms; (b) your use of Services, including, but not limited to, your interactions with the Interface, Protocol, Third Party Services, or other features which are accessible on or through the Services; (c) use of or reliance on the interface's content, the Services, and/or services or products other than as expressly authorized in these Terms; (d) your use or reliance on of any information obtained from the Services; or (e) any other party's access and use of the Services with your assistance or without your assistance by using any device or account that you own or control.

### 20. Limitation of Liability; Disclaimer of Damages

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL DANGO, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE THE SERVICES, DANGO MATERIALS, PROTOCOL, AND/OR ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO. INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS. LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL. LOSS OF DATA. AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THIS DISCLAIMER OF LIABILITY EXTENDS TO ANY AND ALL DAMAGES CAUSED BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY FRAUD, DECEIT, OR MANIPULATION), WHETHER OR NOT A USER, OR ANY FAILURE, EXPLOIT, OR VULNERABILITY OF THE SERVICES, INTERFACE, PROTOCOL, DANGO MATERIALS, AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF DANGO.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF DANGO, AND/OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID DIRECTLY TO DANGO FOR THE APPLICABLE SERVICES IN THE LAST SIX MONTHS OUT OF WHICH LIABILITY AROSE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

# 21. Dispute Resolution, Waiver of Class Action, and Mandatory Arbitration

Please read this section carefully because it waives any right to participate in any class action or other representative action or proceeding. This section requires you to arbitrate certain disputes and limits the ways in which you can seek relief, including by precluding you from suing in court or having a jury trial.

### 21.1. Waiver of Class Actions and Right to Jury Trial

TO THE EXTENT PERMISSIBLE BY LAW, ANY CLAIMS, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR ANY PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THE SERVICES ("DISPUTE") MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY ARBITRATION ON BEHALF OF A CLASS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

#### 21.2. Informal Resolution

Before filing a claim against Dango, you agree to try to resolve the Dispute by first emailing info@leftcurve.io with a description of your claim and proof of your relationship with Dango. If we can't resolve the Dispute within sixty days of our receipt of your first email, you or Dango may then submit the Dispute to binding arbitration as provided herein.

### 21.3. Arbitration Agreement

All Disputes between you and Dango must be resolved by final and binding arbitration. BY AGREEING TO BINDING ARBITRATION, YOU AND DANGO EXPRESSLY WAIVE THE RIGHT TO FORMAL COURT PROCEEDINGS INCLUDING WITHOUT LIMITATION TRIAL BY JURY AND CLASS ACTION.

#### 21.4. Conducting Arbitration

The arbitration shall be conducted by the International Chamber of Commerce ("ICC") under its Commercial Arbitration Rules ("ICC Rules") then in effect. If you are a

consumer, the most recent version of the ICC Rules can be accessed here. These Terms shall govern any conflict between the ICC Rules and these Terms. The location and type of hearing shall be determined in accordance with the ICC Rules. Further, a party's right to request a hearing shall also be determined in accordance with the ICC Rules. Unless otherwise ordered by an arbitrator or pursuant to the ICC Rules, any in-person arbitration shall be in English and held remotely to the maximum extent, and administered in the Cayman Islands, or another mutually agreeable location.

### 21.5. Confidentiality

Dango, the arbitrator, and you, will each maintain the confidentiality of any arbitration proceedings, judgments, and awards including information shared and produced during the arbitration.

### 21.6. Arbitration Time for Filing

Any arbitration must be commenced by filing a demand for arbitration within six months after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim. If applicable law prohibits a six-month limitation period for asserting claims, you agree that any claim must be asserted within the shortest time period permitted by applicable law. If a claim is not filed within such period, the Dispute is permanently barred.

# 21.7. Severability

If any portion of this Section 21 is found to be unenforceable or unlawful for any reason, the unenforceable or unlawful provision shall be severed from these Terms and such severance of the provision(s) shall have no impact whatsoever on the remainder of this Section 21. Further, to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Lastly, if any provision in this Section 21 is found to prohibit an individual claim seeking public injunctive relief, such provision shall have no effect to the extent relief is allowed to be sought outside of arbitration. The remainder of this Section 21 shall remain in full force and effect.

#### 21.8. Modification

Notwithstanding any provision in this Agreement to the contrary, you and Dango agree that if Dango makes any future material change to this Section 21, Dango will notify you. Your continued use of the Services including the acceptance of products and services offered on the Interface following the posting of changes to this Section 21 constitutes your acceptance of any such changes.

# 22. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Cayman Islands. Without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that Dango may initiate a proceeding relating to the enforceability or validity of Dango's intellectual property rights in any court of competent jurisdiction. With respect to any other proceeding not

subject to arbitration under this Agreement, the courts located in the Cayman Islands will have exclusive jurisdiction. You waive any objection to venue in any such courts. Neither you nor Dango may bring a Dispute in any court located in the United States of America.

#### 23. Miscellaneous Terms

# 23.1. Assignment

These Terms, and any other document, material, or information referenced herein is particular to you and any attempt that you make to assign, novate, or transfer your rights, interests, liabilities, and/or obligations is null and void, unless you have received Dango's prior written consent. Dango reserves the right to assign our rights without restriction, including without limitation to any of Dango's affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties and their successors and permitted assigns.

#### 23.2. Survival

This Agreement will remain in effect for as long as you access the Services. We reserve the right to change, suspend or discontinue, or terminate, restrict, or disable your use of or access to, parts or all of the Services or their functionality at any time at our sole discretion and without notice. All sections of this Agreement that by their nature should survive termination shall survive termination.

### 23.3. Nonwaiver of Rights

Dango's failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

# 23.4. Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation, or any governmental agency whether local, state, or federal, such provision shall be interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law, and the validity or enforceability of any other provision of the Terms shall not be affected.

### 23.5. Force Majeure

You acknowledge and consent that the Services are provided by us according to our current technological capability and other business conditions. While we have made every effort to ensure continuity and security of the Services, we are unable to completely foresee and hedge against all legal, technological, and other risks.

Dango shall not be held liable for delays, failure in performance, or interruption of Services that result directly or indirectly from any cause or condition beyond our reasonable control. Such instances include: (a) acts of God such as earth earthquakes, fires, cyclones, explosions, typhoons, monsoons, landslides, lightning, storms, tempests, pandemics, droughts or meteors; (b) acts of war, whether declared or undeclared, including invasion, act of a foreign enemy, hostilities between nations, civil insurrection, or militarily usurped power; and acts of terrorism; (c) civil disorder, such as acts of a public enemy, malicious damage, terrorism, sabotage, or civil unrest; (d) embargoes or sanctions (such as

confiscation, nationalization, requisition, expropriation, prohibition, restraint or damage to property by or under the order of any government or governmental authority; (e) unnatural disasters, such as ionizing radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; (f) labor disputes, including strikes, blockades, lock-outs, or other industrial disputes; (g) failure of telecommunication outlets, including the internet, communications networks and facilities, or other infrastructure, systems, operations or of equipment relevant to the provision or use of the Services; (h) data breaches or data-processing failure or incomplete processing; and/or (i) changes in laws or regulations that may materially affect the Digital Assets and/or blockchain industries (collectively, "Force Majeure Events").

#### 23.6. Notice

Any notices or other communications provided by us under these Terms including those regarding modifications to these Terms will be posted online, in the Services, or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures that we provide in connection with your use of the Services.

### 23.7. Privacy

To understand how Dango collects, uses, and shares information about you, please review our Privacy Policy.

### 23.8. Third Party Beneficiaries

Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties and their successors and permitted assigns, any of the rights hereunder.

#### 23.9. Entire Agreement

These Terms and every other term or condition applicable to you including any document incorporated by reference herein constitute the entire agreement and understanding between you and Dango as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including any prior versions of these Terms). Unless otherwise specifically stated, these Terms govern and control any conflict between these Terms and any other agreement you may have with Dango.

#### 23.10. Translation

These Terms are set forth in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience, or otherwise) into any other language, the English language text of these Terms shall prevail.