

Terms of Use

Dated: May 28, 2025

1. Terms

These Terms of Use provide the terms and conditions under which you, whether personally or on behalf of an entity (“you” or “your”), are permitted to use, interact with or otherwise access the Interfaces or Features provided by Katana Foundation (Cayman) Ltd. (together with its affiliates, “Katana Foundation,” “we,” “us,” or “our”). These Terms of Use, together with any documents and additional terms or policies that are appended hereto or that expressly incorporate these Terms of Use by reference as well as our Privacy Policy (collectively, the “Terms”), constitute a binding agreement between you and us.

These Terms are applicable to (i) all content, functionality, and features (the “Content Features”) available on any website or graphical user interface hosted by Katana Foundation to which the Terms are posted, including without limitation Katana.Network (each, as applicable, an “Interface”) and (ii) software that Katana Foundation operates or hosts, or makes available via an Interface (the “Technology Features” and together with the Content Features, the “Features”).

NOTICE: PLEASE REVIEW THE TERMS CAREFULLY. BY ACCESSING, INTERACTING WITH OR USING ANY INTERFACE OR ANY FEATURE, YOU AGREE THAT YOU ARE ABLE TO ENTER INTO A BINDING AGREEMENT AND, AS SUCH, HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS, INCLUDING THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS, YOU ARE NOT AUTHORIZED TO INTERACT WITH, ACCESS OR USE ANY INTERFACE OR FEATURE.

2. The Interfaces and Features

a. Overview of Interfaces and Features

Each of the Interfaces are websites, and each have different functionality – some of which only provide information while others contain Features that allow users to send messages to blockchain networks in an entirely self-directed manner.

None of the Interfaces allows us to engage in any transaction with you, nor do the Interfaces facilitate your transactions. Even when the Interfaces appear to be dynamic (e.g., updating or providing new displays when you – on your own accord – provide certain information), at no time is Katana Foundation taking action directed by you or on your behalf. In addition, if you click the “Connect Wallet” feature on one of the Interfaces such that your self-hosted cryptocurrency wallet (“Wallet”) is able to provide information to be transmitted to a blockchain network or other blockchain-based application, you should note that (except as otherwise noted herein) Katana Foundation (i) is not involved in providing or transmitting any such information to networks, (ii) cannot transmit any information to networks or

otherwise assist in any transaction, (iii) never has access to and cannot control or provide guarantees relating to your Wallet and (iv) has no authority over and does not take possession or custody of your cryptoassets at any time, except as otherwise discussed herein. This also means that Katana Foundation is unable to assist with transactions: please be vigilant in interacting with any immutable blockchain technology.

You are solely responsible for familiarizing yourself with your Wallet and its safety and security features, including any private keys and passwords associated therewith. Katana Foundation will not and cannot access your private key, password, or any cryptoassets held within your Wallet nor can it reverse any transactions you initiate with your Wallet (or otherwise). Katana Foundation shall not be responsible or liable in any way for how you use your Wallet.

You should also familiarize yourself with the risks associated with transacting on blockchain networks, including but not limited to smart contract vulnerabilities, front end vulnerabilities, hacks, phishing attacks, social engineering attacks, cryptoasset volatility and transaction irreversibility.

Katana Foundation has no ability in any way to control, maintain, provide, operate, or improve the smart contract or blockchain protocols underlying the tools and applications displayed on the Interfaces, except as noted herein. We do not effectuate, facilitate or control any transactions initiated via the Interfaces, and Katana Foundation will not be responsible for the result of any transactions, including but not limited to failed, inadvertent, or fraudulent transactions that may result in loss of funds or transaction fees or any other loss or harm to you.

All transactions broadcast to the applicable blockchain network via your Wallet may require the payment of non-refundable network transaction fees, which shall be borne entirely by you.

Certain of the Interfaces and Features covered by these Terms include, but are not limited to:

- Katana.Network, which provides information and explanations about (A) software developed and deployed by Katana Foundation and its affiliates and agents, (B) the Katana ecosystem including grants, solution providers, governance and community events, and (C) other matters that touch or are relevant to different blockchain networks. This Interface also provides links to other Interfaces as well as third-party websites and interfaces.
- Katana Network Interface. User interface, which permits you to connect your Wallet in order to access Features, including those that allow you to bridge your cryptoassets between Ethereum and certain blockchain networks, to purchase certain cryptoassets such that you are able to pay transaction fees when interacting with certain blockchain networks and to view any assets that you have in your Wallet on various blockchain networks. Note that certain of these Features are accessible only via integrations with third parties who have no affiliation or relationship with Katana Foundation and your interactions with those Features will also be governed by any terms of use that the third party has made applicable.

Katana Network provides a solution for other blockchain applications to build. Except as noted herein (1) Katana Foundation does not control, maintain, provide, operate, or improve any blockchain networks nor the activity or data thereon and (2) Katana Foundation is not responsible for the activities of persons or entities who develop or use applications or who validate or verify transactions or other operations related to blockchain networks or applications operated by third parties. Katana Foundation cannot control how blockchain networks or applications operated by third parties market their blockchain networks and users should not assume any blockchain networks operated by third parties are affiliated with Katana Foundation, notwithstanding any marketing materials created by such third party that could imply otherwise.

B. Your Acknowledgement Relating to Information on the Interfaces

You hereby acknowledge and agree that all information provided in connection with your access and use of the Interfaces and as it relates to the Features is intended for informational purposes only. Katana Foundation strives to provide accurate information, but it does not guarantee or otherwise warrant that the information is updated, complete, or timely. For this reason, you acknowledge and agree that you are not relying on any of the information on the Interfaces for any purpose and expressly (i) disclaim any reliance on any information on the Interface or within the Features, and (ii) acknowledge that Katana Foundation will not be liable for any such information provided.

You should take all steps to independently verify any information on any Interface on which you intend to rely and should not take action based solely on any information contained on any Interfaces, including blog posts, data, articles, links to third-party content, social media content (including Discord, Lens, Farcaster or X), news feeds, tutorials and videos.

None of the information provided on the Interfaces or through the Features should be construed as professional or investment advice, and Katana Foundation does not owe any duties and does not have any obligations to you based on the information provided on the Interfaces or through the Features.

None of the information provided on the Interfaces or any of the Features shall be interpreted as an invitation or inducement to (A) exercise any rights to acquire, dispose of, underwrite, or convert any cryptoassets or digital assets or (B) buy, sell, or induce a user to buy or sell any cryptoassets or digital assets.

3. Modifications

We reserve the right, in our sole discretion, to modify the Terms at any time or from time to time. The modified Terms will be posted on an Interface, and will provide the last updated date at the top. Any modified Terms will become effective upon posting. By continuing to access, use or otherwise interact with any Interface or Feature after the effective date of any modification to the Terms, you are providing your explicit agreement to be bound by the Terms as modified. If you do not agree to be bound by any updated Terms, you are prohibited from using, accessing, or otherwise interacting with the Interfaces or Features. It is your responsibility to check any Interface you use regularly for modifications to the Terms of Use.

We also reserve the right, in our sole discretion, to modify the Interfaces or Features at any time and from time to time, with or without notice to you. We may also eliminate any Interface or Feature, at our sole discretion, with or without notice, including deleting or otherwise materially modifying information.

4. Your Responsibilities and Representations

a) Your Representation

The Interfaces and Features are intended only for users who are 18 years of age or older. If you are entering into the Terms on behalf of an entity, such as the company you work for, you represent to us that you have the legal authority to bind such an entity. If you do not meet these requirements, you are prohibited from accessing, using or otherwise interacting with the Interfaces or Features.

You represent and warrant that you are not, and for the duration of the time you use the Interfaces and Features, will not be (i) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties; (ii) in contravention of any laws and regulations pertaining to anti-money laundering or terrorist financing; (iii) included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Assets Control (OFAC) or on any list pursuant to European Union (EU) and/or United Kingdom (UK) regulations (as the latter are extended to the Cayman Islands by statutory instrument); or (iv) operationally based or domiciled in a country or territory in which sanctions imposed by the United Nations (whether through the Security Council or otherwise), OFAC, the EU and/or the UK apply, or otherwise pursuant to sanctions imposed by the United Nations, OFAC, EU, or UK. If at any point the above is no longer true, then you must immediately cease using the Interfaces and Features.

You acknowledge that you – and only you – are responsible for properly configuring, as applicable, and using the Features or incorporating the Features into your applications or Wallet and for taking appropriate action to secure your data, including without limitation, financial or token information and private keys.

You acknowledge and agree that you have the financial and technical sophistication to properly use and interact with the Interfaces and Features and that you understand the inherent risks of blockchain technology. You understand that transacting in cryptoassets and applications utilizing cryptoassets is risky and may subject you to cyberattack, loss of cryptoassets, unknown exploits, smart contract risks, governance attacks, and other risks related to blockchain transactions. You also understand that transactions executed and settled via smart contracts are not reversible and you may not have recourse in the event of a malicious, fraudulent, or inadvertent transaction. You acknowledge and agree to the Interface and Feature risks, limitations, and services by third parties as described in Section 14 of these Terms.

b) Your Responsibilities & Prohibited Conduct

You agree to access, use or otherwise interact with the Interfaces and Features only in an authorized, proper and appropriate manner and in accordance with these Terms and with all applicable laws.

You agree that you will not:

- violate any applicable laws or regulations through your access to or use of the Interfaces and Features;
- violate the Terms;
- exploit the Interfaces or Features for any unauthorized purpose;
- harvest or otherwise collect information from the Interfaces or Features for any unauthorized purpose;
- use the Interfaces or Features in any manner that could disable, overburden, damage, or impair the Interfaces or Features or interfere with any other party's use or enjoyment of the Interfaces or Features;
- reverse engineer, disassemble, or decompile the Interfaces or Features or apply any other process or procedure to derive the source code of any software included in the Interfaces or Features except to the extent applicable law does not allow this restriction or such rights have been expressly granted to you under a separate license;
- sublicense, sell, or otherwise distribute the Interfaces or Features, or any portion thereof;
- use any data mining tools, robots, crawlers, or similar data gathering and extraction tools to scrape or otherwise remove data from the Interfaces or Features;
- use any manual process to monitor or copy any of the material on the Interfaces or Features or for any other unauthorized purpose without our prior written consent;
- introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful to the Interfaces or Features;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Interfaces or Features, the server(s) on which the Interfaces or Features are stored, or any server, computer or database connected to the Interfaces or Features; or
- attack the Interfaces or Features via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Interfaces or Features.
- You acknowledge and agree that in the event that you use an Interface or Feature in a prohibited manner, we may investigate or take any other action we deem necessary, including cooperating with law enforcement or bringing claims against you if they result in harm or damage to Katana Foundation, to rectify the prohibited conduct or any consequences resulting therefrom.
- You hereby acknowledge and agree that using the Interfaces or Features may result in tax consequences. It is your responsibility to determine whether there are any tax consequences from any transactions you initiate using the Interfaces or Features, and you are solely responsible for ensuring compliance with applicable tax laws in your tax resident jurisdiction.

c) Your Feedback

You may provide feedback to us or otherwise submit questions and inquiries through some of the Interfaces ("Feedback"). We welcome Feedback relating to improvements or updates to the Interfaces or

Features, or inquiries about the same. We will try to review your Feedback, but are not obligated to do so nor are we obligated to release any modifications or improvements you submit to us based on your Feedback.

You acknowledge and agree that we will own all right, title, and interest in and to all Feedback you submit. You represent and warrant that (i) you and your licensors own all right, title, and interest in and to your Feedback; and (ii) you will not violate any intellectual property or other rights of third parties in providing Feedback to us.

5. Intellectual Property Rights

a) Ownership & License

Katana Foundation or its licensors own all right, title, and interest, including all intellectual property rights, in and to the Interfaces and Features, including any related content and technology, unless otherwise indicated. Subject to the Terms, Katana Foundation hereby grants you a personal, limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use, copy, and distribute in connection with such use the Interfaces and Features. This license is solely intended to allow you to access, use or otherwise interact with the Interfaces and Features.

You acknowledge and agree that you do not receive any other rights to the Interfaces or Features other than those specified in the Terms. Certain Features may be provided to you under a separate license, such as the AGPL 3.0, the MIT License, or another open source (or other) license; third party features or applications integrated into the Interfaces or Features may be subject to other or additional intellectual property licenses and thus, you must review any terms relevant to those third party features or applications to determine the relevant license applicable thereto. You agree you will not violate the terms of any such separate license.

b) Reciprocal License

By using any Interface or Feature, you grant us a limited, non-exclusive, sublicensable, worldwide, royalty free license to use, copy, modify and display any content or Feedback you provide to us or that you post on or through any of the Interfaces or Features solely for our business purposes, including but not limited to the purpose of providing the Interfaces or Features for so long as is necessary to do so.

c) Katana Foundation' Trademarks

Katana Foundation' graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of Katana Foundation (the "Katana Marks"). All other

trademarks not owned by Katana Foundation that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Katana Foundation.

You may link to the Interfaces, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

6. Third Party Information or Services

As discussed throughout the Terms, the Interfaces and Features may be integrated with or otherwise give access to applications, services, sites, technology, data, operations, features and resources that are provided or otherwise made available by third parties (“Third Party Services”).

If the Interfaces or Features contain links to such Third Party Services, they are provided for your convenience only. We have no control over the contents of those sites or resources, 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 a Third Party Service integrated with or linked to any Interface or Feature, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice.

As further noted throughout these Terms, your access and use of Third Party Services may be subject to additional terms and conditions, privacy policies, or other agreements with those third parties, which Katana Foundation does not control and otherwise may have no relationship with. Katana Foundation also has no control over and is not responsible for such Third Party Services, including for the accuracy, availability, reliability, verification, or completeness of information or content shared by or available through Third Party Services, or the privacy practices of Third Party Services.

Your use of any Third Party Services is directly between you and that third party, and you acknowledge and agree that Katana Foundation will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Services. You, and not Katana Foundation, will be responsible for any and all costs and charges associated with your use of any Third Party Services. Please review any applicable terms, privacy policies or agreements of Third Party Services prior to using such services. The integration or inclusion of such Third Party Services does not imply an endorsement or recommendation of such Third Party Services.

7. Indemnification

a) General

You agree to defend, indemnify, and hold harmless us and our licensors and our agents and affiliates, and each of their respective employees, officers, directors, and representatives (collectively, the “Katana Foundation Parties”) from and against all liability for monetary damages, contractual claims of any nature, economic loss (including direct, incidental or consequential damages), loss of income or profits, fines, penalties, exemplary or punitive damages, and any other injury, damage, or harm, including reasonable attorney’s fees (“Damages”) that relate in any way to any demand, claim, regulatory action,

proceeding or lawsuit, regardless of the cause or alleged cause, whether the allegations are groundless, fraudulent, false, or lack merit and regardless of the theory of recovery (“Claim(s)”) arising out of or relating to: (i) your use of the Interfaces or Features (including any use by your customers, users, employees, and other personnel); (ii) breach of the Terms or violation of applicable law by you, your customers, users, employees and other personnel; (iii) a dispute between you and any third party; (iv) your alleged or actual infringement or misappropriation of any third party’s intellectual property or other rights; and (v) your Feedback. In the event we receive any third party subpoena or other compulsory legal order or process associated with Claims described in (i) through (v) above, then in addition to the indemnification set forth above, you will reimburse us for our employees’ and contractors’ time and materials spent responding to such matters at our then-current hourly rates as well as our reasonable attorneys’ fees.

b) Process

If you are obligated to indemnify us, then you agree that we will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms, and you agree to fully cooperate with us in the defense or settlement of such Claim.

8. Disclaimers And Limitations of Liability

a) Interfaces and Features

By accessing the Interfaces or Features, you hereby acknowledge and agree that Katana Foundation cannot and does not guarantee the functionality, security, or availability of the Interfaces or Features. The technologies on which the Interfaces or Features rely may be subject to sudden changes and we cannot and do not guarantee that your access to the Interfaces or Features or the ability to transact thereon will be uninterrupted or error free or that your cryptoassets will be secure at all times. You assume all risks related thereto.

b) No Representations or Warranties

THE INTERFACES OR FEATURES ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, NEITHER WE NOR ANY OTHER KATANA FOUNDATION PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE INTERFACES OR FEATURES, AND THE KATANA FOUNDATION PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (i) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (ii) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OR TRADE, (iii) THAT THE INTERFACES OR FEATURES WILL BE ACCURATE, UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (iv) THAT ANY CONTENT OR ASSETS WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

c) Limitations of Liability

THE KATANA FOUNDATION PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS OR USERS, OPPORTUNITIES, GOODWILL, USE, DATA, CONTENT OR OTHER ASSETS), EVEN IF ANY OF THE KATANA FOUNDATION PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NONE OF THE KATANA FOUNDATION PARTIES WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (i) YOUR INABILITY TO USE, OR ANY DELAY IN THE USE OF, THE INTERFACES OR FEATURES, INCLUDING AS A RESULT OF ANY (A) TERMINATION OF THE TERMS OR YOUR USE OF OR ACCESS TO THE INTERFACES OR FEATURES, (B) OUR SUSPENSION OR DISCONTINUATION OF ANY OR ALL OF THE INTERFACES OR FEATURES, OR, (C) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE INTERFACES OR FEATURES FOR ANY REASON; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (iii) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THE TERMS OR YOUR USE OF OR ACCESS TO THE INTERFACES OR FEATURES; (iv) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA; OR (v) ANY CHANGE IN VALUE OF ANY CRYPTOASSET. IN ANY CASE, THE KATANA FOUNDATION PARTIES' AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED \$100. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Governing Law, Dispute Resolution and Class Action Waiver

a) Governing Law

The Terms – and your use of the Interfaces and Features – are governed by the laws of the Cayman Islands, without regard to conflict of laws rules. Any arbitration commenced against us is subject to the Arbitration Rules of the Cayman International Mediation and Arbitration Centre.

b) Dispute Resolution

Prior to commencing any legal proceeding against us of any kind, including an arbitration, you and we agree that we will attempt to resolve any Claim by engaging in good faith negotiations. Such negotiations require that the aggrieved party provide a written notice to the other party specifying the nature and details of the dispute (the “Initial Notice”). The party receiving such notice shall have twenty days to respond, and within forty-five days after the Initial Notice was sent, the parties shall meet and confer in good faith to try and resolve the Claim. If the parties are unable to do so within ninety days of the Initial Notice, the parties may agree to mediate their dispute or either party may submit to arbitration according to these Terms.

c) Mandatory Arbitration Provision

Any dispute, claim or controversy arising out of or relating to the Terms, Interfaces or Features, or the breach, termination, enforcement, interpretation or validity of the Terms, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in the Cayman Islands before one arbitrator. This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

YOU UNDERSTAND THAT BY AGREEING TO THE TERMS, THE PARTIES ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.

d) Waiver of Right to Bring Class Action or Representative Claims

Any arbitration under the Terms will take place on an individual basis – class arbitrations and class actions are not permitted.

To the fullest extent permitted by applicable law, you agree that any proceeding to resolve any dispute, claim or controversy will be brought and conducted only in your individual capacity and not as a party (plaintiff or otherwise) or member of any class (or purported class), consolidated proceeding, multi-plaintiff proceeding or representative action or proceeding.

Any arbitration will not be permitted to be consolidated or aggregated with any other arbitration and the arbitrator will not have any authority to do so, and will not have the authority to make an award to any person or entity not a part of the individual arbitration in which you are a party. You further agree that any arbitrator may not preside over any form of class action involving you and us.

e) Updated Terms Require Arbitration

If you have been using an Interface or Feature, and thus, have agreed to the Terms, but determine eventually to cease doing so based on updates made to any Terms, your agreement to arbitrate any dispute with us and your waiver of any class action or representative claims remains in full force and effect.

10. No Relationship or Assignments

Nothing in the Terms shall be construed to create any relationship between you and us other than as defined herein. Neither you nor us is an agent of each other under these Terms or otherwise, and you shall have no right to hold yourself out as in any way having a relationship with us other than as someone using, accessing or otherwise interfacing with the Interface and/or Features.

You agree that you are not permitted to assign or otherwise transfer any of your rights and obligations under the Terms, but Katana Foundation may assign or transfer the Terms, in whole or in part, without restriction. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing,

the Terms will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.

11. Entire Agreement

The Terms, including any policies that expressly incorporate the Terms by reference, constitute the entire agreement between you and us regarding the subject matter herein. The Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, if any, whether written or verbal, regarding the subject matter of the Terms.

12. No Waiver

The failure by us to enforce any provision of the Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13. Severability

If any portion of the Terms are held to be invalid or unenforceable, the remaining portions of the Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effectuate the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from the Terms but the rest of the Terms will remain in full force and effect.

14. Represent, Acknowledge and Agree

As a condition to accessing or using the Services or the Interface, you further acknowledge, understand, and agree to the following:

- you have reviewed and agree to the risks associated with utilizing the Interface and the Features, as those risks are described in the “docs” tab of the relevant Interface, including without limitation the “docs” at www.katana.network;
- from time to time the Interface and the Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that the Foundation or any of its suppliers or contractors may undertake from time to time; (c) causes beyond the Foundation’s control or that the Foundation could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;
- Katana reserves the right to disable or modify access to the Interface and the Services at any time in the event of any breach of these Terms, including, without limitation, if we reasonably believe any of your representations and warranties may be untrue or inaccurate in any respect, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Interface or the Services being inaccessible to you at any time or for any reason;

- the Interface and the Services may evolve, which means the Foundation may apply changes, replace, or discontinue (temporarily or permanently) the Services at any time in its sole discretion;
- the information provided on the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Foundation or any other individual or entity;
- the Foundation does not act as an agent for you or any other user of the Interface or the Services;
- you are solely responsible for your use of and access to the Interface and the Services, including, without limitation, all of your transfers and receipts of Digital Assets;
- to the fullest extent not prohibited by Applicable Law, we owe no fiduciary duties to you or any other party, and have no liability to you or any party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
- you are solely responsible for reporting and paying any taxes incurred in connection with your use of the Interface or the Services;
- we have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any Digital Assets that you may transfer to or receive from a third party, including the Yearn Protocol, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so (or repays any amounts it may be required to repay to you), and if you experience a problem with any transactions in Digital Assets using the Interface or the Services, then you bear the entire risk;
- the Foundation does not control or operate any version of the Morpho Protocol, the Morpho Vaults, the Yearn Protocol or Yearn Vaults, on any blockchain network;
- by using the Interface and the Services, you are not transacting in Digital Assets with us and we do not operate any yVaults or control or influence transaction execution;
- to access the Interface, you must use your wallet, which allows you to interact with public blockchains;
- your relationship with your wallet provider is governed by the applicable terms of service of such third party;
- we do not have custody or control over the your wallet or the contents therein, and we have no ability to retrieve, transfer or otherwise handle your wallet, its contents or your private key;
- by connecting your wallet to our Interface, you agree to be bound by the Terms;
- Deposits on VaultBridge are subject to third-party control, and Katana does not exercise custody over bridged assets or exercise control over third parties, such as vault curators

Gauntlet or Steakhouse Financial, or vault developers Morpho, or Yearn. VaultBridge deposits are made directly into Morpho vaults, and are subject to smart contract logic and curator policy and actions, and decisions made by protocol curators or third-party infrastructure providers may affect the performance and recoverability of assets. These curators operate independently based on risk and strategy models, Katana does not control their actions, and users may be exposed to the outcomes of such decisions, including potential disruptions or reductions in the value or availability of bridged assets. VaultBridge functionality depends on third-party protocols. VaultBridge interacts with third-party smart contracts on Ethereum through the Morpho protocol. Deposits are made to smart contracts that are controlled by Morpho curators (e.g., Gauntlet and Steakhouse Financial). These curators allocate capital in yield-generating strategies, which may fail, lose value, or become illiquid. Prior to relying on VaultBridge or using the VaultBridge service, you have reviewed and agree to the terms, conditions, and risks related to Morpho vaults (www.morpho.org), and curator services provided by Gauntlet (www.gauntlet.xyz) and Steakhouse Financial (www.steakhouse.financial).

- VaultBridge tokens received via VaultBridge do not entitle users to yield or represent a claim against Morpho or VaultBridge. VaultBridge and its associated contracts are not subject to community governance through vKAT. Users of the bridge do not acquire voting rights or governance powers by virtue of holding vbTokens or interacting with VaultBridge.
- Withdrawals may be delayed or unavailable during periods of stress. Liquidity buffers are designed to enable redemptions, but such buffers may not be sufficient during a market crisis or mass withdrawal event. In such cases, users may face delays, slippage, or be unable to redeem assets altogether.

As a condition to accessing or using the Services or the Interface, you covenant to the Foundation the following:

- you will obey all Applicable Laws in connection with using the Interface and the Services, and you will not use the Interface or the Services if the laws of your country, or any other Applicable Law, prohibit you from doing so;
- any Digital Assets you use in connection with the Interface and the Services are either owned by you or you are validly authorized to carry out actions using such Digital Assets; and
- in addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will (a) ensure that, at all times, all information that you provide when using the Interface and the Services is current, complete, and accurate and (b) maintain the security and confidentiality of your private keys associated with your wallet, passwords, API keys and other related credentials.