

SYSCOIN BRIDGE TERMS AND CONDITIONS

Welcome to Syscoin, a layer 1 solution accessible through a website-hosted user interface (the "Syscoin Bridge") provided by Syscoin Stichting (the "Foundation").

Please read on to learn the rules and restrictions that govern your use of the Syscoin Bridge. These Terms and Conditions (the "Syscoin Bridge Terms") are a binding contract between you and us. Your use of the Syscoin Bridge in any way means that you have read and agree to all of the Syscoin Bridge Terms and any other notices or updated terms and conditions which are incorporated herein by reference. In addition, certain features and product offerings may be subject to additional guidelines, terms, or rules, which will be posted in connection with such features and product offerings. All such additional terms, guidelines, and rules are incorporated by reference into the Syscoin Bridge Terms. If you have any questions, comments, or concerns regarding the Syscoin Bridge Terms or the Syscoin Bridge, please contact us at legal@syscoin.org.

Please read the Syscoin Bridge Terms carefully. They cover important information about the Syscoin Bridge, as well as information about future changes to the Syscoin Bridge Terms, warranty disclaimers, and limitations of liability. They require that you assume all of the risks associated with using the Syscoin Bridge. IN ADDITION, SECTION 16 CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT (a) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR

REPRESENTATIVE ACTION OR PROCEEDING, AND (b) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS. PLEASE NOTE THAT YOUR USE OF Syscoin Bridge IS SUBJECT TO THE Syscoin Bridge TERMS. IF YOU DO NOT AGREE TO ALL OF THE Syscoin Bridge TERMS IN THEIR ENTIRETY, YOU MAY NOT USE THE Syscoin Bridge IN ANY MANNER.

1. Changes to terms. We reserve the right to change the Syscoin Bridge Terms at any time. If we do so, we'll let you know by updating the date at the bottom of the Syscoin Bridge Terms and by maintaining a current version of the Syscoin Bridge Terms at <https://bridge.syscoin.org>.

If you don't agree with the new Syscoin Bridge Terms, you are free to reject them; unfortunately, that means you must stop accessing or using the Syscoin Bridge. If you access or use the Syscoin Bridge in any way after a change to the Syscoin Bridge Terms is effective, that means you agree to all of the changes.

Except for changes by us as described in this section, no other amendment or modification of the Syscoin Bridge Terms will be effective unless in writing and signed by both you and us.

2. Basics of using the Syscoin Bridge. You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you have received your parent's or guardian's permission to use the Syscoin Bridge and have gotten your parent or guardian to agree to the Syscoin Bridge Terms on your behalf). If you are agreeing to the Syscoin Bridge Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to the Syscoin Bridge Terms on that organization's or entity's behalf and bind them to the Syscoin Bridge Terms (in which

case, the references to “you” and “your” in the Syscoin Bridge Terms, except for in this sentence, refer to that organization or entity).

You will comply with all laws that apply to you, your use of the Syscoin Bridge, and your actions and omissions that relate to the Syscoin Bridge. If your use of the Syscoin Bridge is prohibited by applicable laws, then you aren’t authorized to use the Syscoin Bridge. We can’t and won’t be responsible for your using the Syscoin Bridge in a way that breaks the law.

Without limiting the foregoing, you represent and warrant that you are not, and for the duration of the time you use the Syscoin Bridge will not be (a) 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 (including but not limited to the United Nations Security Council, the European Union, His Majesty’s Treasury, and U.S. Department of Treasury), or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United Nations, European Union, any EU country, UK Treasury, or the United States, including without limitation Cuba, the Crimea, Donetsk, and Luhansk regions of Ukraine, Iran, North Korea, Russia, Syria, or Yemen. If at any point the above is no longer true, you must immediately cease using the Syscoin Bridge.

By using the Syscoin Bridge, you agree that if any technical issues arise you will seek official support within 75 days from the date and time your session began. You understand that Syscoin Bridge sessions left incomplete for longer than 75 days can result in loss of funds or assets due to technical limitations (specifically, deterministic pruning of NEVM's cache of older UTXO blocks). You agree that should you fail to seek official support within 75 days for an incomplete Syscoin Bridge session, Syscoin Foundation and any associated entities are not liable for any result including loss of funds or assets. Official support is available only via the ticket system in Syscoin’s

Discord. The Syscoin Discord can be accessed via the following URL:

<https://discord.gg/syscoin>.

3. Syscoin Bridge vs. Syscoin. The Syscoin Bridge facilitates your ability to access Syscoin, a decentralized, peer-to-peer Layer 1 protocol on the Syscoin public blockchain ("Syscoin"). The Syscoin Bridge is distinct from Syscoin. It provides one, but not the exclusive, means of accessing Syscoin. The Foundation does not own or control Syscoin, which is public, permissionless, and runs on open-source software including self-executing smart contracts.

Syscoin enables people to do various things, such as processing Syscoin transactions, viewing, deriving, and verifying information on the Syscoin public blockchain, passing messages, information, and tokens (including digital assets) between Syscoin UTXO and Syscoin NEVM public blockchains ("bridging"), and interacting with smart contract-based applications ("dApps").

The Syscoin Bridge, on the other hand, enables you to initiate messages to Syscoin to bridge digital assets between the Syscoin UTXO and Syscoin NEVM public blockchains, and potentially between Syscoin and other public blockchains.

The Syscoin Bridge is experimental in nature. It represents an example reference implementation only. It is not intended to be used as a primary means of accessing or interacting with Syscoin.

4. Accessing the Syscoin Bridge. To access the Syscoin Bridge you must use non-custodial wallet software (a "Web3 wallet"), which constructs and broadcasts the data ("transactions") that allows you to interact with Syscoin. By using your Web3 wallet in connection with accessing the Syscoin Bridge, you agree that you are using the Web3 wallet under the terms and conditions of the applicable provider of the Web3 wallet. Accordingly, we do not have custody or control over the contents of your Web3 wallet

and we have no ability to retrieve or transfer its contents. Your relationship with any given Web3 wallet provider is governed by the applicable terms of service of that third party, not the Syscoin Bridge Terms.

5. Digital asset ownership and control. You own and control the digital assets held in and bridged via your Web3 wallet. You bear all risk of loss of and relating to such digital assets, including but not limited to fluctuations in value.

6. ****Third-party products and information.**** The Syscoin Bridge can contain references, links, and enables you to connect to third-party resources including (but not limited to) Web3 wallets, non-standard bridges, dApps, and other information, materials, products, or services, which we do not own or control (collectively, "third-party products"). We do not approve, monitor, endorse, make any representations or warranties (expressly or implicitly) or assume any responsibility for any third-party products, any component thereof, or the manner in which those products or components interact with the Syscoin Bridge. When you use or rely on any third-party products, you do so at your own risk. You understand that you are solely responsible for any fees or costs associated with using third-party products and that, unless stated herein, the Syscoin Bridge Terms do not otherwise apply to your dealings or relationships with any third parties or third-party products.

7. License to use the Syscoin Bridge. Subject to your compliance with the Syscoin Bridge Terms, you are granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable, personal license to use and access the Syscoin Bridge.

8. Assumption of risk. By using the Syscoin Bridge, you (a) represent that you are sophisticated enough to understand the various inherent risks of using cryptographic and public blockchain-based systems, including but not limited to the Syscoin Bridge, Syscoin, and digital assets such as bitcoin (BTC), ether (ETH), and other digital tokens

such as those following the ERC-20 Ethereum token standard, and (b) acknowledge and accept all such risks, and agree that we make no representations or warranties (expressly or implicitly) regarding, and that you will not hold us liable for those risks, including but not limited to the risks described below, any or all of which could lead to losses and damages, including the total and irrevocable loss of your assets.

Wallet security and safekeeping. You are solely responsible for the safeguarding and security of your Web3 wallets. If you lose your wallet seed phrase, private keys, or password, you may be forever unable to access your digital assets. Any unauthorized access to your wallet by third parties could result in the loss or theft of your digital assets. We have no involvement in, or responsibility for, storing, retaining, securing or recovering your Web3 wallet seed phrases, private keys, or passwords, or for any unauthorized access to your Web3 wallet. Blockchain technology. Public blockchains, and the technology underlying and interacting with cryptographic and public blockchain-based systems, are experimental, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to a particular public blockchain (e.g., via forks) could disrupt these technologies irreparably. There is no guarantee that any of these technologies will not become unavailable, degraded, or subject to hardware or software errors, operational or technical difficulties, denial-of-service attacks, other cyberattacks, or other problems requiring maintenance, interruptions, delays, or errors. Network cost and performance. The cost, speed, and availability of transacting on public blockchain systems are subject to significant variability. There is no guarantee that any transfer will be confirmed or transferred successfully. Blockchain transactions and smart contract execution. Public blockchain-based transactions (including but not limited to transactions automatically executed by smart contracts) are generally considered irreversible when confirmed. Any transaction that will interact with smart contracts or be recorded on a public blockchain must be recorded with extreme caution. Digital assets. The markets for digital assets

are nascent and highly volatile due to various risk factors including (but not limited to) adoption, speculation, technology, security, and regulation. Digital assets and their underlying blockchain networks are complex emerging technologies that may be subject to delays, halts or go offline as a result of errors, forks, attacks or other unforeseeable reasons. Anyone can create a digital asset, including fake versions of existing digital assets and digital assets that falsely claim to represent projects. So-called stablecoins may not be as stable as they purport to be, may not be fully or adequately collateralized, and may be subject to panics and runs. You are solely responsible for understanding the risks specific to each digital asset that is relevant to you.

Bridging. In addition to being an especially novel and untested implementation of blockchain technology in general, cross-blockchain bridging technology has historically been, and may in the future be, the subject of numerous cyberattacks and exploits, including without limitation, hacks that exploit a vulnerability in the associated software, hardware, systems or other equipment or social engineering to gain control of the any bridge components, wallets, smart contracts or other related systems. Control of Syscoin. The Protocol is subject to periodic upgrades based on votes by a decentralized, representative body of Optimism governance (the “Optimism Collective”). Although the Foundation stewards and administers certain governance processes of the Collective, it does not control the outcomes of governance votes. The Collective may vote to implement, or fail to implement, a protocol upgrade that significantly impacts the Syscoin, or introduces other risks, bugs, malfunctions, cyberattack vectors, or other changes to Syscoin that could disrupt the operation of the Syscoin Bridge, the functionality of Optimism bridging, your ability to access bridged digital assets, or otherwise cause you damage or loss.

Third Party Risks. Third-party products carry their own individual, oftentimes highly significant risks. When you use the Syscoin Bridge to interact with any third-party products, you are subject to all of those risks.

Tax and compliance. Digital assets may be subject to taxation. It is your sole responsibility to

determine whether, and to what extent, any taxes apply to any transactions you conduct in connection with your use of the Syscoin Bridge, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Legislative and regulatory risks. Digital assets, blockchain technology, and any related software and services are subject to legal and regulatory uncertainty in the United States and other jurisdictions. Legislative and regulatory changes or actions may adversely affect the usage, transferability, transactability and accessibility of digital assets, bridging, Syscoin, or the Syscoin Bridge. In summary, by using the Syscoin Bridge, you represent that you understand, and agree to accept full responsibility for all of the risks. That includes, but is not limited to, those listed above.

9. Restrictions. You represent, warrant, and agree that you will not provide or contribute anything to the Syscoin Bridge, or otherwise use or interact with the Syscoin Bridge, in a manner that:

Infringes or violates the intellectual property rights or any other rights of anyone else (including us); Violates (a) any law or regulation, including, without limitation, any applicable sanctions laws, export control laws, securities laws, anti-money laundering laws, privacy laws or (b) any other purpose not reasonably intended by us; Is dangerous, harmful, fraudulent, misleading, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; Violates, compromises, or interferes with the security, integrity or availability of any computer, network, or technology; or Otherwise violates the Syscoin Bridge Terms. A violation of any of the above is grounds for termination of your right to use the Syscoin Bridge. We reserve the right to take whatever action we deem appropriate, including but not limited to suspending your ability to use the Syscoin Bridge, if we suspect you have violated any of these restrictions.

10. Disclaimers. THE INTERFACE IS PROVIDED BY US ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT

LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT AVAILABILITY, ACCESSIBILITY, OR USE OF THE INTERFACE WILL BE UNINTERRUPTED OR ERROR-FREE. WE LIKEWISE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO Syscoin OR THE Syscoin Bridge, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT AVAILABILITY, ACCESSIBILITY, OR USE OF THE Syscoin Bridge OR Syscoin WILL BE UNINTERRUPTED OR ERROR-FREE.

11. No fiduciary relationship; No advice. You acknowledge and agree that: (a) the Syscoin Bridge Terms are not intended to, and do not, create or impose any fiduciary duties on us; (b) we owe no fiduciary duties or liabilities to you or any other party; (c) to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated; and (d) the only duties and obligations that we owe you are those set out expressly in the Syscoin Bridge Terms. You agree that the Syscoin Bridge and the Syscoin website (or any information provided by or obtained from the Syscoin Bridge or Syscoin website) is for informational purposes only, is not intended to be relied upon for professional advice of any sort, and is not a substitute for information from experts or professionals in the applicable area. You should not take, or refrain from taking, any action or decision based on any information contained in the Syscoin Bridge or Syscoin website. If, and before you make any financial, legal, or other decisions involving the Syscoin Bridge, Syscoin, or the Syscoin website you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

12. Release of claims. You expressly agree that you assume all risks in connection with your use of the Syscoin Bridge and your interaction with Syscoin. You further expressly waive and release the Foundation & SYS LABS, as well as its affiliates and service

providers, and each of their respective past, present and future officers, directors, members, employees, consultants, representatives and agents, and each of their respective successors and assigns (collectively, the “Foundation Parties”) from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Syscoin Bridge or your interaction with Syscoin.

13. Indemnification. To the fullest extent permitted by applicable laws, you agree to indemnify, defend and hold harmless the Foundation Parties from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to: (a) your use of the Syscoin Bridge or your interaction with Syscoin; (b) your violation of the Syscoin Bridge Terms or applicable law; (c) your violation of the rights of a third party; and (d) your negligence or willful misconduct. You agree to promptly notify the Foundation of any third party Claims and cooperate with the Foundation Parties in defending such Claims. You further agree that the Foundation Parties shall have the right to control the defense or settlement of any third party Claims as they relate to the Foundation, if it so chooses.

14. Limitation of liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL THE FOUNDATION PARTIES OR ANY OF THEM BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR: (a) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION; (b) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (c) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED (\$100) DOLLARS; OR (D) ANY MATTER BEYOND THE REASONABLE CONTROL OF THE FOUNDATION PARTIES OR ANY OF THEM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

15. Governing law. The Syscoin Bridge Terms are governed by and will be construed under the laws of the DIFC and the UAE (where applicable), excluding its body of law controlling conflict of laws. You agree that the Syscoin Bridge shall be deemed to be based solely in the the DIFC (Dubai, UAE), and that although the Syscoin Bridge may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the DIFC. Any arbitration conducted pursuant to this Agreement shall be governed by the Arbitration Law of 2008. You agree that any judicial proceeding will be brought in the courts located in the DIFC.

16. Dispute Resolution; Arbitration. Please read carefully the following arbitration agreement (this "Arbitration Agreement"). It requires you to arbitrate disputes with the Foundation and limits the manner in which you can seek relief from us. Applicability of this Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to the Syscoin Bridge Terms or to any aspect of your relationship with the Foundation, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims or seek relief in small claims court if your claims qualify, and (ii) you or the Foundation may seek equitable relief in court for infringement or

other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of the Syscoin Bridge Terms or any prior version of the Syscoin Bridge Terms.

Arbitration rules and forum. The Arbitration Law of 2008 governs the interpretation and enforcement of this Arbitration Agreement. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai, UAE. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of the DIFC. The award of the arbitrator is final and binding upon you and us. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Waiver of jury trial. YOU HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review. Waiver of class or other non-individualized relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED

WITH THOSE OF ANY OTHER USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the courts of the DIFC. All other disputes, claims, or requests for relief shall be arbitrated. 30-day right to opt out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to legal@syscoin.org within 30 days after you first access the Syscoin Bridge. Your notice must include your name and address, the Web3 Wallet address used to connect to the Syscoin Bridge (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, (i) all other parts of this Arbitration Agreement will continue to apply to you, and (ii) the Foundation will not be bound by this Arbitration Agreement. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Severability. If any part or parts of this Arbitration Agreement are held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such specific part or parts shall be eliminated or limited to the minimum extent such that the remainder of the Arbitration Agreement shall continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with us.

Modification. Notwithstanding any provision in the Syscoin Bridge Terms to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within 30 days of such change becoming effective by writing us at legal@syscoin.org and expressly opting out of this Arbitration Agreement.

Date last updated: November, 6 2023

