

TERMS OF SERVICE

Last updated: October 24, 2022

This document acts as an agreed upon terms of use ("**Terms**") between you ("**User**," "**you**") and **P2P Wallet** or any other entity authorized by **P2P Wallet** ("**us**" or "**we**"). You accept these Terms when you use our mobile application Key App or access any of our website <https://key.app> (including any and all mobile platforms and versions of the mobile application, and any and all subdomains, collectively, the "**Website**" or the "**Application**") and/or use our services or any other features, technologies or functionalities offered by us through the Website (collectively, the "**Services**").

These Terms shall enter into force at the time you first access the Website or use Services. If you disagree with any provision of these Terms, you shall cease using the Website or any Services immediately. You have read, understood and agree with these Terms and any provisions thereof. If you are using Services on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and acknowledge that such entity shall be responsible for any damage arising out of a breach of these Terms by you or any other employee or agent of such entity (in such event references to "**you**" in these Terms refer jointly to you and such entity). You should read these Terms carefully before using the Website. By using the Website or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Website immediately.

We will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the "Last updated" field above accordingly, or by any other method we deem appropriate. We are not obligated to provide notice by any other means. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website and Services.

1 Using the Website

- 1.1 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Website. We make no promise that the Website is appropriate or available for use in any location. If you choose to access the Website from any location, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 1.2 The Website and the Services are offered and available to you only if (i) you are at least eighteen (18) years of age and you are legally entitled to use the internet and services like those provided by us, and (ii) your right to use Services have not had been previously suspended or revoked by us. You may neither use the Website or the Services if you are located in, or a citizen or resident (tax or otherwise) or any state, country or another jurisdiction where use of the Website or the Services would be illegal or prohibited or otherwise violate any applicable laws and regulations. You represent and warrant that you are not a citizen or resident (tax or otherwise) of any such jurisdiction and that you will not use neither the Website or the Services while located in any such jurisdiction ("**Restricted Person**"). You also may not use the Services if you are located in, or a citizen or resident (tax or otherwise) of, any other jurisdiction where we have determined, at our sole discretion, to prohibit use of the Website and/or the Services. We may implement controls to restrict access to the Website and/or the Services from any jurisdiction prohibited pursuant to these Terms. You agree to comply with these Terms even if our methods to prevent use of the Website and/or the Services are not effective or can be bypassed. We may at any time restrict fully or partially your access and/or use of the Website and/or the Services if you are a Restricted Person.
- 1.3 As a condition of your use of the Website and the Services, you agree to comply with our acceptable use policy and warrant and represent that:
 - 1.3.1 you will not misuse or attack our Website or Services by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack);

- 1.3.2 you will not attempt to gain unauthorised access to our Website or Services, the server on which our Website is stored or any server, computer or database connected to our Website;
 - 1.3.3 you will not use the Website or the Services for any criminal, illegal, or otherwise prohibited use, including, without limitations, activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion;
 - 1.3.4 you have sufficient understanding of cryptocurrencies, their storage mechanisms (such as digital wallets), and blockchain technology;
 - 1.3.5 you have: (i) the necessary technical expertise and ability to review and evaluate the security, integrity and operation you wish to proceed and (ii) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the related merits and risks;
 - 1.3.6 you are not Restricted Person and you are not acting on behalf of any unrevealed third party, including Restricted Person;
 - 1.3.7 you hereby confirm and agree that Company will have no responsibility or liability for, such risks; and
 - 1.3.8 you hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against us, our shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein.
- 1.4 We may prevent or suspend your access to the Website and/or to the Services or any portions thereof at any time as we may deem reasonable, including, but not limited to, if you do not comply with these Terms or any applicable laws and/or regulations.

2 Services

- 2.1 Using the Website and/or the Services requires no account registration; however, we may from time to time implement additional security measures. The Website and the Services are the free and client-side interface that allows you to interact directly with different blockchains ("**Blockchains**") and Third-Party Services. Neither we hold, manage or know your private keys, seed phrases, passwords. All your digital assets, seed phrases and private keys required to access and make operations with thereof remain at your full control and disposal. We provide no custodial or facilitation services, our Website and Services are the interface application only. Using our Website and Services you may be able to create and/or access a wallet to perform various operations with your digital assets on blockchains made available by us on the Website and in the Services from time to time. You may be provided by a certain blockchain with a private key or a seed phrase directly by this certain blockchain; we neither collect, nor store, nor back up this information and data and cannot access any of your wallets or cause any operations. You are solely responsible for making sure that your seed phrase, password, data and any other information used by you to access and/or use the Website and/or Services are kept secure and confidential. From time to time we may provide you with access to Third-Party Services that may store and manage you private key in a non-custodial decentralised manner, that may enable you to store you private key across decentralised network, including us, and your device; none of the participants to this network may restore your private keys and it shall be your sole responsibility to maintain adequate safeguard measures to ensure that no one except you may you the credentials to restore the private key. All the operations with or in connections with digital assets are made solely by you and we assume no liability for any reason whatsoever related to such operations.
- 2.2 Our Website and Services may contain links to third-party websites, services, applications or be embedded or cause the use of API integrations to thereof ("**Third-Party Services**"). Neither we owned nor otherwise control such Third-Party Services, their availability and/or operations. It shall be your sole responsibility to read and accept all the applicable terms and conditions and evaluate any and all risks available to you in connection with the use of these Third-Party Services and any use thereof is at your own risk. In no

event we shall not be responsible for any (i) errors, actions, omissions, misleading information, operations and for anything else related to Third-Party Services; (ii) damages incurred in connection with the use of Third-Party Services; (iii) transactions that were consummated by you or actions made by you with the use of Third-Party Services. All the links and embeddings of Third-Party Services are made by us for informational purposes only and we assume no liability whatsoever in connection with these Third-Party Services including in relation to accuracy and reliance of the information provided in relation to these Third-Party Services. Availability of any Third-Party Service and reference to thereof does not mean that we endorse that third party's website, products or services.

- 2.3 We assume no liability or responsibility any permanent or temporary inability to access or use the Website and/or any Services, including your inability to interact with any Third-Party Services, their services provider, APIs, blockchains and any other resources and/or services available or cause available on the Website and/or during the Services.

- 3 **Your Privacy and Personal Information.** Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at the Website, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

4 Fees

- 4.1 You agree that if you initiate a transaction on a certain Blockchain or through a Third-Party Service, they may charge you a fee for their services ("Fee") and/or gas to ensure the transaction ("Gas"). We or a Third-Party Service will indicate the amount of Fee and/or Gas, where relevant. Fees and Gas amounts are set by the Blockchains and Third-Party Services and amount thereof may depend on a number of conditions that are out of our control; we assume no liability or responsibility whatsoever for this. You agree that if the amount of Fee or Gas is insufficient and/or if you set thereof manually (where this possibility is provided by the relevant third-party), your transaction may be declined to process.
- 4.2 From time to time we may compensate Gas you may be required to pay on the Solana blockchain to initiate transactions (with exception to any swap or other transactions); it will be determined by us on a case by case basis and you shall have no right to claim for this compensation.

5 License and Termination

- 5.1 We hereby grant you a limited, non-exclusive, non-transferable, revocable at any time license ("License") to access and you use of our Website and Services, and any content thereof. This License is subject to these Terms. Any other use of the Services and the Website not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by us and our affiliates, contractors, agents, representatives, suppliers and licensors, and any of their directors, officers, employees, agents or representatives (collectively, the "Affiliates"). All copyright, any other intellectual property rights and any other rights to all content, including user-generated content, and other materials published on the Website and provided by our Services, including, but not limited to, APIs, logos, designs, content, text, graphics, pictures, information, data, software, sound files, any other files, and the selections and arrangements thereof are our proprietary property, intellectual property or otherwise belongs to us and/or our licensors or suppliers and are protected by law, unless otherwise is expressly provided (collectively, the "Materials").
- 5.2 We may in its sole discretion at any time terminate, suspend (partly or in full) or otherwise limit your License, and the Website and/or the Services that may be provided to you, without prior notice or liability for any reason whatsoever, including, but not limited to, (a) in the case breach any provision of these Terms, (b) when we are required by law to do so, (c) you are using of the Website and/or the Services to scam other users or for any other unlawful purpose, (d) change in applicable to the Services or out business laws and regulations. In the case of License termination, suspension or another limitation, your access to the Website and the Services will be accordingly cancelled or otherwise terminated or suspended. Nothing in these Terms or in any other communication or action by us or our Affiliates shall be taken as a waiver of any legal remedies available for any event causing termination. All provisions of these Terms

which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

6 Accuracy of Information and Availability of the Website and the Services

- 6.1 We try to make sure that the Website and the Services are accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Website and the Services will be fit or suitable for any purpose. Any reliance that you may place on the information on the Website or provided to you during the Services is at your own risk.
- 6.2 Any and all Materials is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. Any numbers, projections, and similar information are provided for the informational purposes only. You should always use your own independent judgment when using our Website and the Services.

7 Disclaimer of Warranties and Guaranties. Limitation of Liability

- 7.1 We do not guarantee any level of performance or the continued, uninterrupted availability of the Services and the Website. We do not guarantee the accuracy of any information provided on the Website or during the Services. We hereby disclaim all warranties and representations that not expressly made in these Terms. You agree that neither we nor any of our Affiliates in no case will be responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet or through of any transaction. We make no representation and do not warrant the safety of the Website and the services, and are not liable for any damages, lost value or stolen property, regardless of whether we were negligent in providing appropriate security.
- 7.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY US, (A) THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE WEBSITE AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS OR WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AVAILABILITY, TIMELINESS, QUALITY, STABILITY, ACCURACY OR COMPLETENESS OF THE WEBSITE AND THE SERVICES OR RESULTS OBTAINED BY USING THE WEBSITE AND THE SERVICES, AND QUALITY OF THE WEBSITE AND THE SERVICES, (II) WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE AND THE SERVICES ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE WEBSITE AND THE SERVICES WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR WEBSITE AND SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND WE AND OUR AFFILIATES ASSUME NO LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATES MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE OR THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED BY A REASON OF ANY DEFECT OF SOFTWARE OR BY A REASON ON OUR PART OR OUR AFFILIATES, ERROR-FREE OR WILL BE AVAILABLE, ACCESSIBLE, FUNCTIONAL TWENTY FOUR HOURS A DAY OR WILL BE FUNCTIONAL AS IT DESIGNED.
- 7.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL WE OR ANY OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE WEBSITE AND THE SERVICES OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).
- 7.4 THE LIMITATION OF LIABILITY REFLECTS THE ALOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS CLAUSE WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO THE BENEFIT OF US AND OUR AFFILIATES.

8 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

9 Variation

- 9.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 9.
- 9.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Website and by continuing to use and access the Website and/or the Services following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

10 Applicable Law and Disputes

- 10.1 The laws of the Cayman Islands shall govern all issues arising under or relating to these Terms, without giving effect to the conflict of laws principles thereof.
- 10.2 Should any dispute arising out of, or in connection with, these Terms, including any question regarding its existence, validity or termination, fail to be resolved amicably, such dispute may be referred by either party to and finally resolved through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. All disputes arising in connection with these Terms, or further agreements resulting therefrom, shall be settled and finally resolved by arbitration to be seated in the Cayman Islands and conducted in the English language by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "**Rules**"). The arbitrator shall be appointed in accordance with the procedures set out in the Rules. The award or decision of the arbitrator shall be final and binding upon the parties and the parties to the arbitration expressly waive any right under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the arbitrator. The judgment of any award or decision may be entered in any court having competent jurisdiction to the extent necessary in accordance with applicable laws.