

Wavelength

Terms of Service

Last Updated: October 24, 2022

PREAMBLE

These Terms govern your access to and use of the Wavelength Platform. The Platform is provided by us to be primarily used as a web-based interface to access and use the Wavelength Protocol — a set of autonomous smart-contracts implemented on blockchain — in a user-friendly and easily comprehensible manner.

By accessing or using the Platform, connecting your Digital Wallet (as defined below) to the App, or by clicking the button “I accept” or respective check box in connection with or relating to these Terms, you acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us.

If you do not accept or agree to these Terms, you are not allowed to access or use the Platform, and must immediately discontinue any use thereof. If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept these Terms and enter into a binding agreement with us on such entity’s behalf, and you accept these Terms both on behalf of such entity and on your own behalf.

Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 21 and 22 contain provisions governing the choice of law, arbitration terms, and class action waiver. Please read and review Sections 14, 16, and 17 carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify the Company Parties, and contain a disclaimer of warranties with regard to the Platform and related software.

Definitions of capitalised terms used herein are provided in Section 32 below.

0. BETA

By accepting these Terms, you hereby acknowledge that the App and Wavelength Protocol, as defined below, are currently at their beta stage. This means that the App and Wavelength Protocol are still at their development stage and there is no warranty or guarantee of any kind, whether express or implied, that they will work as expected or as represented. You acknowledge and understand that the App and Wavelength Protocol are pre-release, beta software and may be incomplete or could contain errors, bugs, or inaccuracies. While using the App and Wavelength Protocol, you shall not use any Digital Assets that you are not prepared to lose. We shall not be responsible for any costs, expenses or other liabilities you may incur as a result of using the App or Wavelength Protocol, including but not limited to any damage, loss, or corruption of any Digital Assets, software, information or data. Further, the App and Wavelength Protocol may not be compatible with further versions of the App or Wavelength Protocol, therefore, the data associated with the beta version of the App or Wavelength Protocol may be corrupted or lost between different versions. You expressly acknowledge and agree that any use of the App and Wavelength Protocol is done entirely at your own risk. In case of any contradictions or inconsistencies between this Section and the rest of these Terms, this Section shall control.

1. MODIFICATION

We may modify, supplement or update these Terms from time to time at our sole and absolute discretion. If we make changes to these Terms, we will notify you of such changes by updating these Terms and the “Last Updated” date at the top of this document. We may further (but will not be obligated to) provide an additional notification of the amendment via one of the communication channels specified in Section 23 of these Terms. Unless otherwise notified by us, updated Terms shall be effective immediately, and your continued use of the Platform will confirm the acceptance of such updated Terms. If you do not agree to any amended Terms, you must immediately discontinue any access to or use of the Platform.

2. APP VS PROTOCOL

The Wavelength Protocol is essentially a set of smart-contracts implemented on the Velas blockchain network and, from time to time, other blockchain networks that allow for exchanging Digital Assets in a decentralised and autonomous manner (the “**Wavelength Protocol**”). The App is a web-hosted user interface that allows you to access and utilise the functionality of the Wavelength Protocol. Although the App serves as a means of interacting with the Wavelength Protocol, the App is distinct from the Wavelength Protocol and constitutes independent software. While we manage the App, the Wavelength Protocol is a peer-to-peer decentralised and autonomous blockchain protocol that we do not control, manage, or operate.

A more detailed description of the App and Wavelength Protocol is provided in the Documentation, which does not form a part of these Terms and is provided for the information purposes only. The use or other interaction with the Wavelength Protocol is subject to certain limitations and restrictions outlined in the Documentation.

The Wavelength Protocol is composed of open-sourced smart-contracts. These smart-contracts can be reviewed, verified, used, copied, modified, and distributed by anyone (subject to the terms of the applicable licence). Accordingly, there might be other interfaces enabling interaction with the Wavelength Protocol that we neither manage nor are affiliated with. Furthermore, anyone can interact directly with the Wavelength Protocol smart-contracts bypassing the App and other interfaces.

You should carefully and thoroughly review and assess the Wavelength Protocol and related software before you use them, and any such use shall be at your own risk. You should always do your own research.

You further acknowledge that we do not control the Wavelength Protocol, its underlying blockchain network(s), and any software through which such networks are formed. Accordingly, in no event shall we be responsible for or held liable in connection with the Wavelength Protocol, underlying blockchain networks or software, their operation, functioning, implementation, or use, and you hereby assume and accept any and all related risks, including the risk of possible losses and damages that you may incur in connection with the use thereof.

3. CONNECTING DIGITAL WALLET

When using the App, you may connect your Digital Wallet through one of the compatible third-party software wallets. The Digital Wallets constitute the Third-Party Services and we are not responsible for, do not endorse, shall not be held liable or responsible in connection with, and do not make any warranties, whether express or implied, as to the software digital wallets used by you with the App. When using the Digital Wallets, you should review applicable terms and policies that govern your use thereof.

We never receive access to or control over your Digital Wallets or Digital Assets held in such Digital Wallets. Therefore, you are solely responsible for securing your Digital Assets, Digital Wallet and credentials thereto. You may disconnect your Digital Wallet from the App at any time.

4. ELIGIBILITY

To be eligible to access and use the App, you must:

- (i) be able to form a legally binding agreement with us on terms herein set forth;
- (ii) use the App not as a consumer (a person using services for personal or household purposes) as defined under the applicable legislation;
- (iii) neither be a Prohibited Person nor use the Platform for the benefit of a Prohibited Person;
- (iv) if individual, be at least 18 (eighteen) years of age, or of such higher age required to enter into a binding agreement with us on the terms set out herein according to the laws of the jurisdiction where you reside; and
- (v) comply with these Terms.

5. LICENCE

Subject to your compliance with these Terms, we hereby grant you a limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable licence (right) to access and use the Platform for its intended purposes on the terms set forth herein (the “**Licence**”). The Licence will remain effective until terminated on the terms contained herein.

To the extent that certain items or components of the Platform or Wavelength Protocol are being distributed under a FOSS Licence, such items and components will not be covered by the Licence granted hereunder and will be provided to you under the terms and conditions of the applicable FOSS Licence.

The Licence granted hereunder shall terminate and cease upon the occurrence of any of the following events:

- (i) these Terms terminate or expire;
- (ii) you violate these Terms;
- (iii) we choose to terminate the Licence at our sole and absolute discretion, with or without reason.

Your access and use of the Platform shall not violate the terms of the Licence and/or FOSS Licences, if and as applicable.

6. DISCLAIMERS

You hereby acknowledge and agree that we do not provide any custodial or similar services, custodial solutions or software, do not act as your agent or representative, and do not control, manage or custody any of your Digital Assets or Digital Wallets.

We shall not be responsible for or held liable in connection with any operations carried out by you, any other user through or with the use of the Wavelength Protocol, whether through the App or otherwise,

including any transfer, delivery, use, or storing of Digital Assets. We shall not be acting as an intermediary in any transaction nor shall we be responsible for ensuring that any transaction made through the App or otherwise on a blockchain network is actually completed or performed. We do not control or influence transactions with Digital Assets, and therefore we are unable to cancel, reverse, block, or freeze any transactions conducted by you or any other user of the App.

We are not your broker, fund manager, or any intermediary to any broker or fund manager. Neither the App nor anything in these Terms shall be considered as a broker and/or fund management services, or any intermediation services thereto.

Neither we nor any part of the Platform provide financial advisory, legal, regulatory, or tax services directly, indirectly, implicitly, or in any other manner, and you should not consider any information contained in these Terms, on the Platform or in the Documentation to be a substitute for professional financial, legal, regulatory, tax, or other advice. You shall not rely upon the data displayed in the App or provided in the Documentation when taking any decision, and shall conduct your own independent investigation and research before making any transaction involving the Digital Assets.

The Platform, including any information and materials available thereon, and the Documentation are not intended to constitute an offer of securities, financial instruments, Digital Assets, or a solicitation for investment in or purchase of securities, financial instruments, or Digital Assets in any jurisdiction, nor are they intended to constitute a prospectus or offer document of any type. We do not provide any opinion or any advice to purchase, sell, or otherwise transact with the Digital Assets, and nothing communicated by us shall form the basis of, or be relied upon in connection with, any contract or investment decision. Please consult your own legal or financial advisor before making any decision.

Any person can set up a Liquidity Pool using the Protocol. We do not control, manage, operate, or influence the Liquidity Pools. We do not endorse any Liquidity Pool and it shall be your responsibility to evaluate every Liquidity Pool that you intend to interact with. We shall not be responsible for or held liable in connection with any Liquidity Pools and their operation, transactions performed through or with the use of Liquidity Pools, outcomes of such transactions, as well as your or any other user's receipt, transfer, use, or storing of the Digital Assets. In no event shall the designations of Liquidity Pools (e.g., such marks or labels as "featured", "top", "verified", "core", etc.) in the App constitute our endorsement or recommendation of the respective Liquidity Pools, and any such designations are used for informational purposes only. Always do your own research, make sure that you are using the correct Liquidity Pool, and verify the types of Digital Assets contained in the Liquidity Pool.

7. WARRANTIES AND REPRESENTATIONS

You represent and warrant to us that:

- (i) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Digital Assets, Digital Asset storage facilities, including Digital Wallets, distributed ledger technology, blockchain-based software, liquidity pools and decentralised finance (DeFi) in general;
- (ii) any Digital Wallet used by you with or within the Platform is either owned by you, or that you are validly authorised to carry out actions using such Digital Wallet;
- (iii) any funds or Digital Assets used by you within the Platform are from legitimate sources and were lawfully acquired;
- (iv) you are not subject to any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a

corporate entity) in a country or territory that is subject to a country-wide or territory-wide sanction imposed by any country or government or international authority;

- (v) you shall be solely responsible for all and any operations and transactions with Digital Assets carried out via the Platform;
- (vi) you acknowledge and agree that we do not act as your agent or fiduciary, and that we do not control or custody your Digital Assets or funds in any manner;
- (vii) you understand that we do not control or influence the Wavelength Protocol;
- (viii) if you are acting for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established, and in each jurisdiction where it conducts business;
- (ix) accessing and/or using the Platform is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject, and your access to and use of the Platform shall be in full compliance with applicable laws;
- (x) you are not a Prohibited Person nor use the Platform for the benefit of a Prohibited Person;
- (xi) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale, rent, or transfer of the Digital Assets or another use of the Platform;
- (xii) you understand that purchasing, selling, and holding the Digital Assets carries substantial risk as the prices may change rapidly, and that you should obtain appropriate professional advice before making any decision;
- (xiii) you acknowledge that the use of the Platform may not be profitable and we do not guarantee any profit or that the value of your Digital Assets used in connection with the Platform will increase over the time;
- (xiv) you shall not make any decisions based solely on the information available on the Platform or otherwise made available by us, including the Documentation, and shall conduct your own substantial research and analysis before making any decision;
- (xv) your use of information available on the Platform or otherwise provided by us, including the Documentation, is at your own risk, and that nothing contained on the Platform shall be deemed a guarantee or promise that such information is true or correct, that you will receive any profit or benefit, or that any transaction via the Platform will be beneficial or suitable for you; and
- (xvi) all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your use of the Platform.

8. PROHIBITED USE

You agree that you shall not conduct or participate in any of the following activities when accessing or using the Platform, or in connection with such access or use:

- (i) disrupting, interfering with, or inhibiting other users from using the Platform, Third-Party Services, Wavelength Protocol or carrying out activities that could disable, impair, or

harm the functioning of the Platform, Third-Party Services, Wavelength Protocol, servers, or underlying software;

- (ii) using the Platform or underlying software for any illegal purposes, including, but not limited to, terrorism financing or money laundering;
- (iii) circumventing or attempting to circumvent any access or functionality restrictions or limitations with respect to the Platform or underlying software, using malware, harmful code or software, undertaking hacker attacks or similar activities;
- (iv) using the Platform or related information for any purpose that is harmful or detrimental to us, Affiliates, the Platform, Third-Party Services, Wavelength Protocol or the users of the Platform, Third-Party Services, or Wavelength Protocol;
- (v) violating any rights of any third person, including trademark or intellectual property rights;
- (vi) carrying out fraudulent activities, providing any false, inaccurate, or misleading information in order to unlawfully obtain Digital Assets or property of other users or third persons;
- (vii) subject to the terms of the applicable FOSS Licences, copying, reproducing, or cloning the Platform as a whole, or duplicating its essential elements, or creating derivative works from the Platform without our prior written consent; and
- (viii) carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.

9. THIRD-PARTY CONTENT

When using the Platform, you may view or interact with the Third-Party Content. We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Third-Party Content, do not endorse and are not responsible for any such Third-Party Content, as well as any information, materials, content, services or tools on or available through such Third-Party Content. You hereby affirm and acknowledge that your use of Third-Party Content, and your interactions with third parties that are linked to or from the Platform, are at your own risk. To the maximum extent permitted by the applicable law, in no event shall we be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content.

10. USER GENERATED CONTENT

You may be allowed to post, create, or furnish User Generated Content through the Platform. If you post, create, or provide any User Generated Content, you must ensure that such content at all times is true, accurate, complete, and up to date, and that such content does not violate the law or any rights of third parties. By creating or providing any User Generated Content you warrant that you own all intellectual property rights in and to such content or otherwise have the right to use the content in such a manner, and that such content does not violate any rights of third parties or laws. You shall be solely liable and responsible for your User Generated Content.

We do not immediately review all User Generated Content nor do we have such an opportunity. We do not undertake any obligations with respect to the User Generated Content, e.g., an obligation to review or post such content, or obligations of confidentiality. At all times, we retain the right to remove any User Generated Content without any prior notice or liability in case we, at our sole discretion,

determine that such content is offensive, unacceptable, may harm us or violate these Terms, any laws or public order.

We may use, reproduce, disclose, make publicly available and otherwise exploit any of your comments, suggestions, recommendations or other feedback provided in connection with or relating to the Platform, our other products and services throughout the world in its sole discretion, without restrictions or any obligations to you.

By creating User Generated Content on the Platform, you grant us a non-exclusive, irrevocable, royalty free, perpetual, fully paid up, worldwide licence (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, create derivative works from your User Generated Content and the right to assign these rights to third parties in whole or in part.

11. UPDATES, AVAILABILITY, AND ACCESS

We may from time to time and without prior notice make certain updates, improvements, or modifications to the Platform, including, but not limited to, updates to the underlying software, infrastructure, security protocols, technical configurations, functionality, financial structure, or service features, and we shall not be in any case held liable with respect to any such update. In certain cases, the Platform may be unavailable.

The Platform may be inaccessible or inoperable from time to time for any reason, including, for example, equipment malfunctions, maintenance procedures or repairs, force majeure circumstances, disruptions, sophisticated hacker or malware attacks, and temporary or permanent unavailability of the underlying software or blockchain infrastructure, and/or unavailability of the respective Third-Party Services. In the aforementioned cases, the access or use of the Platform may be prevented or limited without notice.

Generally, we are not going to terminate access to the Platform for any eligible person, the Platform is public. At the same time, the availability and functionality of the Platform depend on various factors. We do not warrant or guarantee that the Platform will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access, bug-, virus-, or error-free. We will make reasonable efforts to inform you if, when, and to which extent the Platform or any of its parts are or will be unavailable.

We may, at our sole and absolute discretion, limit, suspend or restrict access to the Platform or any of its components for persons who reside or are located in specific jurisdictions or territories, including in accordance with our internal risk management policies, due to legal uncertainty, or for other reasons. You hereby agree to comply with such limitations and not to circumvent or bypass them in any way. You hereby agree that we may install and utilise certain software, solutions and/or tools (for example, geo-blocking solutions) allowing us to identify users from the Prohibited Jurisdictions or certain restricted jurisdictions, or those who have violated these Terms or the laws, and restrict their access to and use of the Platform. We may restrict or suspend your access to and/or use of the Platform, any of our products or services and related software with immediate effect and without notification if (i) we, acting at our sole discretion, determine that you have violated these Terms, applicable laws or regulations, (ii) you or your actions create possible legal exposure for us.

We may, at any time and at our sole and absolute discretion, without prior notice and liability, terminate or discontinue the Platform or any of its components.

12. PROPRIETARY RIGHTS

The Platform may contain names of services and products, logos, trademarks and other marks which are owned by us, Affiliates, or applicable licensors. You do not receive any rights, title, or interest in or

to such names, logos, trademarks, and other marks, and we, Affiliates, and respective licensors reserve the right to prohibit any use of such names, logos, trademarks, and other marks at any time. You may not obscure, remove or alter any marks or notices displayed on the Platform. Any rights not expressly granted to you under the Licence and/or applicable FOSS Licences are reserved by us, respective Affiliates, and/or other rights holders.

Certain components used in the Platform may be distributed under the FOSS Licences, the terms of which shall be made available to you, and you agree to abide by and comply with the terms of such FOSS Licences, if applicable. Subject to the foregoing sentence, the Platform, including its elements and components, may not be copied, reproduced or imitated, in whole or in part, without our prior written permission.

13. NO ADVICE

No part of the information or content available on the Platform should be considered to be business, legal, financial, investment, or tax advice, or advice of a broker regarding any matters to which all or any part of such information relates. You should consult your own legal, financial, tax, or other professional advisors regarding this information. We shall not be responsible for the accuracy, completeness or timeliness of the information and materials contained on the Platform and in the Documentation, therefore any use of or reliance upon such information and materials will always be at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising therefrom.

14. NO WARRANTY

The Platform is provided on an “as is” and “as available” basis. Your use of the Platform will always be at your own risk. We make no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the Platform and Wavelength Protocol, all of which are expressly disclaimed.

We do not warrant, whether expressly or impliedly, and hereby expressly disclaim any warranty and/or representation that:

- (i) the Platform and Wavelength Protocol will work as expected, or that any information provided through the Platform or otherwise communicated in connection with the Platform and its operation, including the information displayed in the Documentation, App, and data relating to Digital Assets, will be timely, accurate, reliable, true or correct;
- (ii) the Platform and Wavelength Protocol will be secure or available at any particular time or place, or will continue working, operating or functioning for any period of time;
- (iii) the Platform and Wavelength Protocol will meet your expectations; or will fit for a particular purpose;
- (iv) any defects or errors in the Platform or Wavelength Protocol will be corrected; or
- (v) the Platform and Wavelength Protocol will be free of viruses, bugs, trojan horses, defects, flaws, malfunctions, or other harmful components, or properly protected from hacker, malware or other attacks, or third-party hostile interferences.

15. WAIVER OF FIDUCIARY DUTIES

The Platform, these Terms or any other our service or product are not intended to create or impose any fiduciary duty on us with respect to you. Notwithstanding anything to the contrary contained in these Terms, to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the law.

16. LIMITATION OF LIABILITY

To the maximum extent permitted under the applicable law, in no event shall:

- (i) the Company Parties be liable or responsible for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with these Terms or their violation, the use or inability to use the Platform, and/or the failure of the Platform to perform as represented or expected, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether any of Company Parties have been advised of the possibility of such damages;
- (ii) in addition to item “(i)” above, Company’s or Affiliates’ respective officers, directors, employees, consultants and shareholders be held personally liable in connection with these Terms or their violation, or the use or inability to use the Platform, provided that this item “(ii)” shall not limit our liability as an entity;
- (iii) the Company Parties be liable for any damages or losses arising in connection with a hacker attack, phishing attack, malware attack, viruses, or trojan horses, whether affecting or transmitted via the Platform, the Wavelength Protocol or otherwise, or any other unauthorised third-party intervention in the operation of the Platform or Wavelength Protocol;
- (iv) the Company Parties be responsible or liable for or in connection with inaccuracies of content or information provided on or in connection with the Platform, Documentation, displayed in the App, or third persons’ conduct;
- (v) the Company Parties be liable or responsible for or in connection with the Wavelength Protocol, Third-Party Services, or any Third-Party Content, including for any direct, indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption;
- (vi) the aggregate liability of the Company Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, use or inability to use the Platform exceed US \$5,000 (five thousand U.S. dollars).

You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above in this Section 16 from the Company Parties and/or persons specified above. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law. This Section 16 does not limit liability arising from fraud, intentional misconduct, or gross negligence.

17. INDEMNIFICATION

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Company Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations or warranties, (ii) your access to or use of the Platform, and (iii) exercising, enforcing, or preserving our rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms.

We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 17. The indemnity set out in this Section 17 is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law.

18. FORCE MAJEURE

We shall not be liable or responsible for (i) any inaccuracy, error, delay in, or omission of any information, or the transmission or delivery of information; (ii) any loss or damage arising from any event beyond our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, declared and undeclared war, military operation or invasion, epidemic, pandemic, insurrection, riot, labour dispute, accident, action of government, court, regulatory or other authorities, including the issuance of cease and desist orders, high market volatility or fluctuations, communications failure, hacker attacks, malware attacks, software weaknesses, malfunctions, 51% attacks or similar attacks, power failure, equipment or software malfunction or error, theft or loss of Digital Assets held in the Wavelength Protocol, or any other cause beyond our reasonable control.

19. ASSOCIATED COSTS

We may charge certain fees for the use of the App. Furthermore, when you conduct transactions through the App certain Third-Party Costs may arise. You shall bear all such Third-party Costs associated with transactions that you carry out through the App. We are not responsible for any Third-Party Costs and shall not be in any way liable thereto. We will make commercially reasonable efforts to demonstrate to you the fees arising from the transactions made through the App, however, you should independently verify this information and we do not warrant that the provided information will be correct.

20. RISK DISCLOSURE STATEMENT

By accepting these Terms, you hereby warrant that you have read, understood, and acknowledged the risks set out in our [Risk Disclosure Statement](#). You hereby acknowledge, accept, and assume the risks set out in the risk disclosure statement and represent that the Company Parties shall not be held liable or responsible for any damages or losses arising from or in connection with such risks.

21. APPLICABLE LAW

These Terms, as well as any and all relationship between you and us relating to the Platform or any transaction contemplated in these Terms shall be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

22. DISPUTES RESOLUTION

Except for any Disputes in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names,

logos, trade secrets or patents, you and the Company hereby agree to settle and finally resolve any Dispute arising out of or in connection with these Terms or the Platform in binding arbitration and in accordance with this Section 22. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

For any Dispute that you have against us or relating in any way to these Terms or the Platform, you shall first contact us and attempt to resolve the Dispute informally by sending a Notice to us by email at [insert]. The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If we and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the LCIA, in accordance with the terms set forth below.

Any Disputes arising out of or in connection with these Terms or the Platform, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. You will not and hereby waive your rights to object to the arbitration prescribed herein.

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, Company, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

Any Dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding in any circumstances. There will be no class or other type of representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

To the maximum extent permitted under the law, you and we waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.

To the maximum extent permitted under the law, you and we hereby agree that any claim arising out of or related to these Terms or the Platform shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor we will have the right to assert such claim.

23. COMMUNICATION

You agree and consent to receive electronically all Communications that we provide in connection with these Terms and the Platform. You agree that we may provide Communications to you by posting them on the Platform, on our Twitter account, in our Medium blog, in our Discord server, or in our Telegram chat, provided that only those postings shall be deemed to constitute Communication that are expressly marked as relating to these Terms. If you provide us with your email address, we may (but will not be obliged to) send Communications to you by email. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published. Links to our Twitter account, Medium blog, Discord server, and Telegram chat are provided on the Website.

You may electronically communicate with us by sending Communications to the following email address [insert]. We may require you to provide additional data or documents that will allow us to identify you.

24. NO WAIVER

No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

25. ENTIRE AGREEMENT

These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and us, and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and us regarding the subject matters hereof. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.

26. PERSONAL DATA

Please learn more about how we process your personal data in our [Privacy Notice](#).

27. SURVIVAL

Sections 13-32 shall survive any expiration or termination of your access to or use of the Platform, regardless of the reasons.

28. LANGUAGE

Currently, only the English version of the Platform interface and any Communications is considered official. The English version shall prevail in case of differences in translation of any information, documents, Communications, or other content.

29. ASSIGNABILITY

You shall not have the right to assign or transfer any rights or obligations under these Terms without our prior written consent. We may transfer or assign these Terms, including any rights and obligations hereunder (i) in connection with redomiciliation, corporate reorganisation, or (ii) to a successor or Affiliate, and no such transfer or assignment shall require your additional consent or approval.

30. VALIDITY AND ENFORCEABILITY

The invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

31. INTERPRETATION

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to our disadvantage because we were responsible for the preparation of these Terms.

32. DEFINITIONS

In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

“Affiliate” means a person controlling, controlled by, or under the same control with the Company.

“App” means the Wavelength Application (App) accessible at <https://www.app.wavelength.exchange>.

“Communications” means any communications, agreements, documents, receipts, notices, and disclosures related to these Terms.

“Company”, **“we”**, **“us”**, **“our”** means Wavelength Labs Inc., a BVI business company having company number 2101802 and registered office address at Intershore Chambers, PO Box 4342, Road Town, Tortola, VG1110 British Virgin Islands.

“Company Parties” means the Company, its Affiliates, their respective shareholders, directors, officers, employees, agents, advisors, contractors, and assignees.

“Digital Assets” means cryptocurrencies and other digital tokens of any kind implemented on blockchain, such as, for example, USD Tether (USDT), Ether (ETH), Wrapped Bitcoin (WBTC), **Wave token (WAVE)**, etc.

“Digital Wallet” means a pair of public and private cryptographic keys which can be used to track ownership of, receive, manage, and spend Digital Assets. A Digital Wallet usually has a public address associated with it.

“Dispute” means any dispute, claim, suit, action, causes of action, demand, or proceeding.

“Documentation” means documentation, information, and other materials relating to the Platform or Wavelength Protocol published by us or on our behalf, regardless of whether made available on the Platform or otherwise, including the documentation available at <https://wavelength.gitbook.io/wavelength>.

“FOSS Licence” means a free and open-source software licence that allows for editing, modifying, or reusing software’s source code.

“LCIA” means the London Court of International Arbitration.

“Licence” has the meaning provided in Section 5 of these Terms.

“Liquidity Pool” means a specific smart-contract implemented on blockchain through the Wavelength Protocol that contains a certain amount of two or more kinds of Digital Assets allowing for the exchange between such Digital Assets.

“Notice” means a written notice of your claim to any of the Company Parties.

“Platform” means the Website and App, including related software, applications and components provided by us. It is expressly acknowledged that the Platform does not include the Wavelength Protocol, Third-Party Content, Third-Party Services, and Digital Assets that we neither control nor operate.

“Prohibited Jurisdiction” means any of the following jurisdictions: Afghanistan, Republic of Cuba, Democratic People’s Republic of Korea, Islamic Republic of Iran, Syrian Arab Republic, the United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands and the U.S. Virgin Islands), the Crimea Region of Ukraine, Donetsk People’s

Republic and Luhansk People's Republic regions of Ukraine, or Sevastopol, and any jurisdiction in which the use of the Platform is prohibited by applicable laws or regulations.

"Prohibited Person" means any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government or international authority.

"Terms" means these Terms of Service as may be amended or supplemented by us from time to time.

"Third-Party Content" means any content, information, materials and items provided by third parties or produced from third-party sources, including (i) the description of, links to or elements of the Third-Party Services, (ii) promotional materials and advertisements, other third-party materials and data, (iii) third-party websites and resources, and links thereto, and (iv) any information produced or derived from third-party sources, including information about the value and price of Digital Assets, exchange rates between Digital Assets, information about circulating supply, total value locked, liquidation prices, and other similar data pertaining to any Digital Assets, not limited to the above.

"Third-Party Costs" means any costs, fees or expenses that are charged by third parties, including, for example, Velas blockchain or other blockchains gas costs, fees related to or charged by Third-Party Services, etc.

"Third-Party Services" means any third-party software, services, items, and solutions, including Digital Wallets, as well as third-party lending protocols, liquidity pools, etc.

"User Generated Content" means any information, materials, or content posted, created, or furnished by the users of the Platform or any person other than the Company, including through the Platform.

"Wavelength Protocol" has the meaning provided in Section 2 of these Terms.

"Website" means the Wavelength website available at <https://www.wavelength.exchange>.

"you", "your" means the person who accepts these Terms; if you are acting on behalf of an entity, **"your"** and **"you"** shall refer to both you as an individual using the Website and/or Platform, and the entity on whose behalf you are acting.

The terms "lend", "borrow", "APY", "interest", and other similar terms, as may be used herein, on the Platform or in materials provided by us or on our behalf, are not meant to be interpreted literally. Rather, such terms are being used to draw rough, fuzzy-logic analogies between the heavily automated and mostly deterministic operations of a decentralised smart-contract system and the discretionary performance of traditional off-chain transactions by people. When the App is used to access the Wavelength Protocol, there are no legal agreements, promises of payment, or courts of law, and therefore there are no lendings, deposits, or other traditional transactions involved.