

# Aloe Labs Terms of Use

Last Modified: February 10, 2022

**ALOE CAPITAL IS A NEW SUITE OF EXPERIMENTAL BLOCKCHAIN-ORIENTED FUNCTIONALITIES. USING THESE FUNCTIONALITIES (INCLUDING VIA THE INTERFACE ON OUR WEBSITE) POSES SIGNIFICANT RISKS TO YOU AND YOUR ONLINE ASSETS. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING THESE RISKS AND YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU AND YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**BY USING THE WEBSITE OR OUR SERVICES, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU MAY NOT USE OUR WEBSITE OR SERVICES IF YOU: (A) DO NOT AGREE TO THESE TERMS; (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT; OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S FUNCTIONALITIES BY APPLICABLE LAW.**

## **1. Acceptance of the Terms of Use.**

These terms of use are entered into by and between you (“**you**” or the “**User**”) and Aloe Labs, Inc. (“**Company**,” “**we**,” “**our**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**” or “**Agreement**”), govern Users’ access to and use of <https://aloe.capital>, including any content or functionality offered on or through website-hosted user interface accessible via <https://app.aloe.capital> (the “**Interface**,” or collectively, the “**Website**”).

The User must read the Terms of Use carefully before using the Website (including the Interface). **By using the Website or the Interface, the User accepts and agrees to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If the User does not want to agree to these Terms of Use, the Privacy Policy, or any documents that are incorporated herein by reference, the User must not access the Website or use the Interface.

The Website is offered and available to users who are 18 years of age or older. By using this Website, the User represents and warrants that the User is at least the higher of legal age to form a binding contract with the Company in the User’s applicable jurisdiction or eighteen (18) years of age, and meets all of the foregoing eligibility requirements. Further, by using this Website, the User represents and warrants that the User is not a citizen or resident of, nor is located in, any country against which the United States has sanctioned or embargoed or where the use of the Website is otherwise illegal or impermissible, whether by rule, statute, regulation, bylaw, court adjudication or order, protocol, administrative statement, code, decree, or other directive, requirement or guideline, whether applicable on the Company, the Website, the Interface, or on

the User (or multiple of the foregoing) by an authority with valid and enforceable jurisdiction (“**Applicable Laws**”). If the User does not meet all of these requirements, the User must not access or use the Website.

## **2. Services; The Interface; Blockchain Fees.**

The Website provides methods and information to allow those who access the Website (“**Participants**”) to access or participate in the Blend autonomous decentralized finance placement and rebalancing protocol (the “**Protocol**”) including via the Interface (collectively, the “**Services**”). The Protocol is intended to be provided and operate in a decentralized manner, meaning that the Company has no ability to control, modify, prevent, stop, amend, or adjust interactions or transactions after they are submitted to the Protocol, whether or not through the Interface, and that the Interface is not the only method that individuals or parties may interact with, contribute to, access, or otherwise affect the Protocol. **Consequently, you are expected to be familiar with the Protocol and the risks it represents (including without limitation the possibility of your crypto-assets being forfeited according to the Protocol’s rules or lost for any other reason) before accessing it (whether or not via the Interface). YOU ACKNOWLEDGE THAT THE PROGRAMMATIC CODE BEHIND THE PROTOCOL AND THE INTERFACE HAS NOT BEEN AUDITED AND AGREE TO ASSUME ALL RISK RELATED TO ANY BUGS, ERRORS, VULNERABILITIES, OR EXPLOITS THAT MAY EXIST IN THE SERVICES, WHETHER FORSEEABLE OR UNFORSEEABLE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OR INTERACTION WITH THE PROTOCOL IS AT YOUR OWN RISK AND THE COMPANY WAIVES ALL LIABILITY OR RESPONSIBILITY AND MAKES NO WARRANTIES RELATED TO THE PROTOCOL, WHETHER OR NOT THE PROTOCOL IS ACCESSED VIA THE SERVICES.**

Your full use and enjoyment of the Services (whether or not by using the Interface) may require you to pay transactional fees required by their underlying blockchain or distributed ledger service or that are used to encourage intended use among the Protocol’s participants (“**Blockchain Fees**”). These Blockchain Fees are not levied directly by the Company, but rather are determined by your use of the Services and the rules placed by corresponding Protocol and blockchain communities at large. You acknowledge that the Company has no control over Blockchain Fees, (including, without limitation, their applicability, payment, amounts, transmission, transmission, intended operation, and effectiveness) whether related to your use of the Services or otherwise, and agree that in no event will the Company be responsible to you or any other part for the payment, repayment, refund, disbursement, indemnity, or for any other aspect of your use or transmission of Blockchain Fees. For further information regarding blockchain technology, crypto-assets and the associated risks, see **Nature of Blockchain; Assumption of Risk; Waiver of Claims.**

## **3. Prohibited Uses.**

The User may access or use the Website and the Services only for lawful purposes and in accordance with these Terms of Use. The User agrees not to use or access the Website or the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, screen names, similarly named or commonly misspelled URLs, or associated blockchain identities).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or the Services, or which, as determined by us, may harm the Company or Participants, or expose them to liability.
- If they are a citizen of or otherwise accessing the Website from the United States and its territories or from the nations of Belarus, Burma, China, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Sudan, Syria, and Zimbabwe, or if the User is otherwise listed as a Specially Designated National by the United States Office of Foreign Asset Control (OFAC) (collectively, “**Prohibited Jurisdictions**”).
- If doing so is illegal or impermissible according to any Applicable Laws.
- To cause the Services, any of the Services’ underlying blockchain networks or technologies, or any other functionality with which the Services interact to work other than as intended.
- To damage the reputation of the Company or impair any of the Company’s legal rights or interests.

Additionally, the User agrees not to:

- Be likely to deceive or defraud, or attempt to deceive or defraud, any person, including (without limitation) providing any false, inaccurate, or misleading information (whether directly through the Services or through an external means that affects the Protocol) with the intent to unlawfully obtain the property of another or to provide knowingly or recklessly false information, including in any way that causes inaccuracy among the content on the Website or on the Services.
- Use the Services to manipulate or defraud any DEX, oracle system, or blockchain network, or the users thereof.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, misrepresent the User’s identity, or misrepresent its affiliation with any person or organization.

- Engage in any activity or behavior that violates any Applicable Laws concerning, or otherwise damages, the integrity of the Website or the Services, or any other service or software which relies on the Services.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case as it relates to the Website or the Services.
- Use the Website in any manner that could disable, overburden, damage, impair, or interfere with any other party's use of the Website, including the ability to engage in real time activities through the Website or with the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website or the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful to the Website, the Services, the Participants, any underlying blockchain, or any of the Service's related utilities or functionalities.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website, including any underlying blockchain.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Attack the Website, the Services, or any of the Services' underlying blockchain networks or technologies, or any other functionality with which the Services interact via a denial-of-service attack or a distributed denial-of-service attack.
- Encourage or induce any third party to engage in any of the activities prohibited under these Terms.
- Otherwise attempt to interfere with the proper working of the Website or the Services.

#### **4. Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review interactions or activities before they are executed through the Interface, and, given the nature of blockchain and functionalities like those offered via the Services, cannot ensure prompt removal or rectification of objectionable interactions or activities after they have been executed. Accordingly, the parties agree that we assume no liability for any action or inaction regarding transmissions, communications, transactions, blockchain operations, or content provided by any Participant or third party, including any that may cause a malfunction or inaccuracy on the Website or among the Services. We have no liability or responsibility to anyone for any other party's performance or nonperformance of the activities described in this Section, nor for any harms or damages created by others' interactions with any blockchain underlying the Services or reliance on the information or content presented on the Website.

#### **5. Changes to the Terms of Use.**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

The User's continued use of the Website or the Services following the posting of revised Terms of Use means that the User accepts and agrees to the changes. **The User is expected to check this page each time it accesses this Website or the Interface so it is aware of any changes, as they are binding on the User.**

#### **6. Accessing the Website and User Security.**

We reserve the right to withdraw or amend this Website (including the Interface), and any other Services or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website, the Interface, the Protocol, or any of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to Participants.

The User is responsible for both:

- Making all arrangements necessary for the User to have access to the Website and the Services.
- Ensuring that all persons who access the Website or the Services through the User's internet connection are aware of these Terms of Use and comply with them.

To access certain Services or some of the resources offered on the Website, the User may be asked to provide certain registration details or other information. Other Services or resources offered on the Website (such as the Interface) may require the User to utilize certain Web3

capabilities, such a crypto-asset wallet capable of interacting with the User's web browser or relevant blockchain nodes ("**Web3 Utilities**"). It is a condition of the User's use of the Website and the Services that the User only operate such Web3 Utilities with a private key(s) that the User created or has the direct, explicit permission of the party who created the relevant private key(s). The User agrees that all information it provides to interact with the Website, Interface, Services, or otherwise, including, but not limited to, through the use of any interactive features on the Website (such as registration information) is correct, current, and complete, and is governed by our Privacy Policy. The User consents to all actions we take with respect to the User's information as is consistent with our Privacy Policy.

If the User utilizes a Web3 Utility that relies on a separate username, password, private key, or any other piece of information as part of its security procedures, the User must treat such information as confidential, and the User must not disclose that information to any other person or entity. The User also acknowledges that any identity linked to its Web3 Utility is personal to the User and agrees not to provide any other person with access to such identity. The User also agrees to ensure that it will lock or otherwise prevent its Web3 Utility from unauthorized use on this Website or the Services at the end of each session. The User should use particular caution when accessing the Website or the Services from a public or shared computer so that others are not able to view or record the User's username, password, private key, or other personal information.

We have the right to disable the User's access, including those associated with a Web3 Utility (such as that represented by a public address), to the Website or to block any IP address from accessing the Website at any time in our sole discretion for any or no reason, including if, in our opinion, the User or that identity has violated any provision of these Terms of Use.

## **7. Intellectual Property Rights.**

Except any open-source software or other material incorporated the Website or the Services, the Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The User must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- The User's computer may temporarily store copies of such materials in RAM incidental to the User's accessing and viewing those materials.
- The User may store files that are automatically cached by the User's web browser for display enhancement purposes.
- The User may print or download one copy of a reasonable number of pages of the Website for its own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, the User may download a single copy to its computer or mobile device, provided the User agrees to be bound by any applicable end user license agreement or other similar agreement for such applications.

- For any open-source materials provided on the Website or through the Services, the User may perform any activities only as is consistent with the open-source license applicable to such materials.

The User must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

If the User wishes to make any use of material on the Website other than that set out in this Section, it should address its request to: [legal@aloelabs.us](mailto:legal@aloelabs.us).

If the User prints, copies, modifies, downloads, or otherwise uses or provides any other person with access to any part of the Website in breach of these Terms of Use, the User's right to access the Website will stop immediately and the User must, at our option, return or destroy any copies of the materials the User has made. No right, title, or interest in or to the Website or any content on the Website is transferred to the User, and all rights not expressly granted are reserved by the Company.

Notwithstanding anything to the contrary in these Terms of Use, the User may freely use any open-sourced materials up to the limits provided, but in accordance with any requirements placed, by those materials' open-source licenses.

Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **8. Trademarks.**

The Company name, the terms "Aloe," "Aloe Capital," and "Blend," and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company; provided, however, User is hereby granted a limited, revocable, non-transferrable permission and license to use the terms "Aloe" and "Aloe Capital" and any related names (excluding the Company name), logos (excluding the Company logo), product and service names, designs, and slogans in any way that they desire so long as such usage is not done in a way that: (1) is deceitful, fraudulent, or manipulative; (2) implies any relationship between User and the Company beyond that reasonably typical of the administrator of a website and its users; or (3) to cause confusion in any way to gain crypto-assets of, or personal information about, another party other than that intended by the Services, the Protocol, the Interface or any related or interacting functionality (for example, you may not use the foregoing marks to execute phishing attacks, spearphishing attacks, social engineering, or in any way that may cause a party to transmit crypto-assets to an unintended recipient or to reveal private information, like a private key or password). All other names, logos, product and service names, designs, and slogans on the Website and Website are the trademarks of their respective owners.

## **9. Reliance on Information Posted.**

The information presented on or through the Website (including, without limitation, the Interface) is made available solely for general information and education purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any information posted to the Website or through the Services should not be construed as an intention to form a contract, and in no case should any information be construed as the Company's offer to buy, sell, or exchange crypto-assets. **Any reliance the User places on such information is strictly at the User's own risk**, and as is common in the blockchain space, the User is assuming a high amount of risk related to others or technical harms when operating via the Website, the Interface, and the Services. **We disclaim all liability and responsibility arising from any reliance placed on such materials by the User or any other Participant, by anyone who may be informed of any of the Website's or the Services' contents, or by the actions or omissions of others interacting with the Protocol or any underlying blockchain.**

This Website or the Services may include content provided by third parties, including (without limitation) materials provided by other Participants, bloggers, and third-party licensors, syndicators, blockchain users, decentralized applications, aggregators, and/or reporting services. All statements, alleged facts, and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company or even the factual status of reality. We are not responsible, or liable to the User or any third party, for the content or accuracy of any materials provided by any third parties, and User agrees that it bears sole and absolute responsibility to evaluate and select any third party functionality with which it interacts via the Services.

#### **10. Changes to the Website.**

We may update the content on, design of, or functionalities available through this Website or through the Services from time to time, but the Website and the Services are not necessarily complete or up-to-date. Any of the material on the Website or provided through the Services may be out of date at any given time, and we are under no obligation to update such material.

#### **11. Information About The User and The User's Visits to the Website.**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, the User consents to all actions taken by us with respect to the User's information in compliance with the Privacy Policy.

#### **12. WARRANTY DISCLAIMER.**

The Company is a developer of open-source software and does not unilaterally offer, operate, or administer the Protocol or a blockchain network. The Services merely attempt to assist Participants in more easily participating in the Protocol, decentralized finance (“**DeFi**”) services, or blockchain networks generally. Nonetheless, the Company has no oversight on or control over any particular crypto-asset, blockchain network, or the Protocol.

The User is responsible for its use of the Services, the functionalities they enable, transactions engaged through the Website or the Interface, and the use of the information derived thereof. The User is solely responsible for complying with all Applicable Laws related to its transactions and activities that directly or indirectly incorporate our provision of the Services, including, but not limited to, the Commodity Exchange Act and its regulations as overseen by the U.S. Commodity



Futures Trading Commission (“CFTC”), and the federal securities laws and its regulations overseen by the U.S. Securities and Exchange Commission (“SEC”). The User acknowledges its understanding that the Company is not registered nor licensed with, nor have our Website, Interface, or Services (or the software contained therein) been reviewed by the CFTC, SEC, or any other financial or banking regulator.

The User understands that we cannot and do not guarantee or warrant that files available for download from the Website or through the Services will be free of viruses or other destructive code. The User is responsible for implementing sufficient procedures and checkpoints to satisfy the User’s particular requirements for: (1) an appropriate Web3 Utility; (2) anti-virus protection and accuracy of data input and output; (3) its participation in and use of DeFi products, the protocol, and any of the Services’ underlying blockchain and related technologies; and (4) maintaining a means external to our site to reconstruct of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, MAN-IN-THE-MIDDLE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT THE USER’S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO THE USER’S USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO THE USER’S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE USER’S USE OF THE WEBSITE AND THE INTERFACE, THEIR CONTENT, AND ANY OF THE SERVICES IS AT THE USER’S SOLE RISK. THE WEBSITE, THE INTERFACE, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, WE, NOR ANY PERSON ASSOCIATED WITH THE COMPANY, MAKE, AND WE EXPLICITLY DISCLAIM, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE WEBSITE, THE INTERFACE, AND THE SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE, THE INTERFACE, OR THE SERVICES. THE COMPANY AND ANY PERSON ASSOCIATED WITH THE COMPANY DO NOT REPRESENT OR WARRANT THAT: (1) ACCESS TO THE WEBSITE, THE INTERFACE, OR THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, WITHOUT DELAY, ERROR-FREE, SECURE, OR FREE FROM DEFECTS; (2) THAT THE INFORMATION CONTAINED OR PRESENTED ON THE WEBSITE OR VIA THE SERVICES IS ACCURATE, RELIABLE, COMPLETE, CONCISE, CURRENT, OR RELEVANT; (3) THAT THE WEBSITE, THE INTERFACE, THE SERVICES, OR ANY SOFTWARE CONTAINED THEREIN WILL BE FREE FROM DEFECTS, MALICIOUS SOFTWARE, ERRORS, OR ANY OTHER HARMFUL ELEMENTS, OR THAT ANY OF SUCH WILL BE CORRECTED; OR (4) THAT THE WEBSITE, THE INTERFACE, OR THE SERVICES WILL MEET THE USER’S EXPECTATIONS. NO INFORMATION OR STATEMENT THAT WE MAKE, INCLUDING DOCUMENTATION OR OUR PRIVATE

COMMUNICATIONS, SHOULD BE TREATED AS OFFERING ANY WARRANTY CONCERNING THE WEBSITE, THE INTERFACE, OR THE SERVICES. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY CONTENT, ADVERTISEMENTS, OFFERS, STATEMENTS, OR ACTIONS BY ANY THIRD PARTY EITHER REGARDING THE WEBSITE OR THE SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **13. LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USER'S USE, OR INABILITY TO USE, THE WEBSITE, THE INTERFACE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THIS DISCLAIMER OF LIABILITY EXTENDS TO ANY AND ALL DAMAGES CAUSED BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY FRAUD, DECEIPT, OR MANIPULATION), WHETHER OR NOT A PARTICIPANT, OR ANY FAILURE, EXPLOIT, OR VULNERABILITY OF THE WEBSITE, SERVICES, THE APIS, THE USER'S WEB3 UTILITIES, OR THE UNDERLYING BLOCKCHAINS OR RELATED BLOCKCHAIN FUNCTIONALITIES. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID DIRECTLY TO THE COMPANY FOR THE APPLICABLE CONTENT OR SERVICES IN THE LAST SIX MONTHS OUT OF WHICH LIABILITY AROSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **14. Nature of Blockchain; Assumption of Risk; Waiver of Claims.**

Blockchains, DEXs, DeFi, crypto-assets, the Protocol, and their related technologies and functionalities are still emerging innovations that carry a relatively high amount of foreseeable and unforeseeable risk from security, financial, technical, political, social, and personal safety standpoints. The mere access to and interaction with blockchains requires high degrees of skill and knowledge to operate with a relative degree of safety and proficiency. Crypto-assets are highly volatile in nature due to many diverse factors, including without limitation use and adoption, speculation, manipulation, technology, security, and legal and regulatory developments

and application. Further, the speed and cost of transacting with cryptographic technologies, such as blockchains like those underlying the Protocol, is variable and highly volatile. Moreover, the transparent nature of many blockchains means that any interactions the User has with any blockchain may be publicly visible and readable in human form.

By accessing and using the Website or the Services, the User acknowledges the foregoing, and agrees and represents that it understands such and other risks involved with blockchains, DeFi, the Protocol, and related technologies (including without limitation any specific technical language used in this Agreement). The User further represents that it has all knowledge sufficient to work, and is informed of all foreseeable risks, and the possibility of unforeseeable risks, associated with blockchains, crypto-assets, Web3 Utilities, smart contracts, the Interface, APIs, and the Services. The User further acknowledges, and assumes all risk related to the possibility, that any information presented via the Website, Interface, or Services may be inaccurate, possibly due to another party's malicious activities and possibly to the User's severe harm or detriment. The User agrees that we are not responsible for any of these or related risks, do not own or control any blockchain or DEX, or the Protocol itself, cannot guarantee the safe or accurate functioning of the Services, and shall not be held liable for any resulting harms, damages, or losses incurred by or against the User experiences while accessing or using the Website or the Services. **Accordingly, the User acknowledges the foregoing, represents its understanding of the foregoing, and agrees to assume full responsibility for all of the risks of accessing and using the Website and interacting with the Services, whether mentioned in this Section or otherwise. The User further expressly waives and releases us from any and all liability, claims, causes of action, or damages arising from or in any way relating to the User's use of the Website and the User's interaction with the Services.**

If the User is a California resident, **the User expressly and explicitly waives the benefits and protections of California Civil Code § 1542**, which states: “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

#### **15. No Professional Advice.**

All information or content provided or displayed by the Website (including, without limitation, on the Interface) is for informational purposes only and should not be construed as professional advice (including, without limitation, tax, legal, or financial advice). The User should not take, or refrain from taking, any action based on any information or content displayed or provided on the Website, on the Interface, or through the Services. The User should seek independent professional advice from an individual licensed and qualified in the area appropriate for such before the User makes any financial, legal, or other decisions where such is considered prudent. The User acknowledges and agrees that, to the fullest extent permissible by law, it has not relied on the Company, the content on the Website, the Interface, or the Services for any professional advice related to its financial or legal behaviors.

#### **16. No Fiduciary Duties.**

These Terms of Use, and the provision of the Website and the Services, are not intended to create any fiduciary duties between us and the User or any third party. The Company never takes possession, custody, control, ownership, or management of any crypto-assets or other property you may transmit using the Interface. To the fullest extent permissible by law, the User agrees

that neither the User's use of the Website or of the Services causes us or any Participant to owe fiduciary duties or liabilities to the User or any third party. Further, the User acknowledges and agrees to the fullest extent such duties or liabilities are afforded by law or by equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated, and that we and any other Participant shall be held completely harmless in relation thereof. The User further agrees that the only duties and obligations that we or any Participant owes the User, and the only rights the User has related to this Agreement or the User's use of the Website or the Services, are those set out expressly in this Agreement or that cannot be waived by law.

#### **17. No Insurance**

Your crypto accounts are not checking or savings accounts, and we do not provide any kind of insurance to you against any type of loss, including (without limitation) losses due to decrease in value of assets, assets lost due to a cybersecurity failure, or from your or other individuals' errors or malfeasance. In most jurisdictions crypto-assets are not legal tender, and most crypto-assets are not backed by any government. Your crypto-asset balances are not covered by Federal Deposit Insurance Corporation (FDIC) or Securities Investor Protection Corporation (FDIC) protections.

#### **18. Links from the Website.**

If the Website may contain links to other sites and resources provided by third parties, these links are provided for convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and the User acknowledges and agrees that we do not and will not accept any responsibility for them or for any loss or damage that may arise from the User's use of them. If the User decides to access any of the third-party websites linked to this Website, the User does so entirely at its own risk and subject to the terms and conditions of use for such websites.

#### **19. Indemnification.**

The User agrees to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (1) the User's violation of these Terms of Use; (2) the User's use of the Website or the Services, including, but not limited to, the User's interactions with the Interface or other features which incorporate the Services, use of or reliance on the Website's content, services, and products other than as expressly authorized in these Terms of Use; (3) the User's use or reliance on of any information obtained from the Website; or (4) any other party's access and use of the Website or Services with the User's assistance or by using any device or account that the User owns or control.

#### **20. Governing Law and Jurisdiction.**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

## **21. Arbitration; Class Arbitration Waiver.**

Any dispute, controversy or claim arising out of, relating to, or in connection with the User's use of the Website or the Services, or in connection with this Agreement, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, shall be finally resolved by binding arbitration by the American Arbitration Association under its Rules of Arbitration. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. **The parties agree to arbitrate solely on an individual basis, and that these Terms of Use do not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

## **22. Limitation on Time to File Claims.**

ANY CAUSE OF ACTION OR CLAIM THE USER MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR ITS USE OF THE WEBSITE MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **23. Waiver and Severability.**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## **24. Entire Agreement.**

The Terms of Use, the Privacy Policy, and any other document incorporated by reference herein constitute the sole and entire agreement between the User and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

## **25. Comments and Concerns**

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [legal@aloelabs.us](mailto:legal@aloelabs.us).