

TERMS OF USE

These Terms of Use (these “**Terms**”) set forth the terms and conditions under which you (“**User**”, or “**you**”) may access and use Bidask web-based interface located at <https://bidask.finance/> (“**Bidask Platform**”), and all provided associated services, features, content, tools and functionality (collectively, “**Services**”).

Our Privacy Policy, available at <https://files.bidask.finance/privacy.pdf>, describes how we collect, use, and protect your personal information when you use our Services. By using the Services, you consent to the collection and use of information as outlined in the Privacy Policy.

THESE TERMS GOVERN YOUR ACCESS TO AND USE OF THE SERVICES. PLEASE READ THESE TERMS CAREFULLY, AS THEY INCLUDE IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS.

BY ACCESSING OR USING THE BIDASK PLATFORM, YOU EXPRESSLY ACKNOWLEDGE, REPRESENT, AND AGREE THAT YOU:

- A. HAVE CAREFULLY READ AND FULLY UNDERSTOOD THESE TERMS;
- B. ACCEPT AND AGREE TO BE LEGALLY BOUND BY THESE TERMS, AS WELL AS THE PRIVACY POLICY, AND ANY ADDITIONAL RULES OR POLICIES INCORPORATED BY REFERENCE OR MADE AVAILABLE THROUGH THE BIDASK PLATFORM;
- C. FULLY UNDERSTAND AND VOLUNTARILY ACCEPT ALL RISKS ASSOCIATED WITH YOUR USE OF THE BIDASK PLATFORM AND ANY ASSOCIATED SERVICES, TOOLS, OR DIGITAL ASSETS MADE AVAILABLE THROUGH IT;
- D. ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR ACCESS TO AND USE OF THE BIDASK PLATFORM COMPLIES WITH ALL APPLICABLE LAWS, REGULATIONS, AND OBLIGATIONS IN YOUR JURISDICTION, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO TAXATION, DIGITAL ASSETS, AND REPORTING REQUIREMENTS;
- E. HAVE OBTAINED, OR HAVE HAD THE OPPORTUNITY TO OBTAIN, INDEPENDENT LEGAL, FINANCIAL, AND TAX ADVICE REGARDING YOUR USE OF THE BIDASK PLATFORM AND ASSOCIATED SERVICES, AND EITHER HAVE RECEIVED SUCH ADVICE OR KNOWINGLY WAIVED THE RIGHT TO DO SO; AND
- F. ACKNOWLEDGE THAT THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT MAY AFFECT YOUR LEGAL RIGHTS. YOU HAVE REVIEWED THE “GOVERNING LAW AND DISPUTE RESOLUTION” SECTION CAREFULLY AND UNDERSTAND ITS IMPLICATIONS.

YOUR USE OF THE BIDASK PLATFORM AND ANY SERVICES OFFERED THROUGH IT IS ENTIRELY AT YOUR OWN RISK. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE CONTINUITY, AVAILABILITY, OR FUNCTIONALITY OF THE BIDASK PLATFORM OR ANY ASSOCIATED SERVICES. IT RESERVES THE RIGHT TO MODIFY, SUSPEND, OR TERMINATE ACCESS TO THE BIDASK PLATFORM OR ANY PART THEREOF, AT ANY TIME, IN WHOLE OR IN PART, WITHOUT PRIOR NOTICE AND LIABILITY TO YOU OR ANY THIRD PARTY.

THE SERVICES ARE INTENDED SOLELY FOR PERSONAL, END-USER USE. THESE TERMS APPLY TO INDIVIDUAL USERS OF THE BIDASK PLATFORM. THE COMPANY DOES NOT OFFER BUSINESS-TO-BUSINESS SERVICES UNDER THESE TERMS.

IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE BIDASK PLATFORM.

1. CHANGES TO THE TERMS

- 1.1. **Right to Modify Terms and Services.** The Company reserves the right to modify, update, or amend these Terms and the Services at any time, including by adding, removing, or altering features, functionalities, content, or introducing new fees or charges for future use. The Company may also update, upgrade, or modify the Bidask Platform itself, including but not limited to its APIs, user interface components, back-end infrastructure, and other technical systems, in order to enhance performance, improve security, optimize user experience, or comply with applicable legal or regulatory obligations.
- 1.2. **Notice of Changes.** If we make changes to these Terms, we will update the “Last Updated” date at the top of this document. For material changes, we will use reasonable efforts to notify you, such as via e-mail and/or by placing a prominent notice on the Bidask Platform.
- 1.3. **User Obligations Regarding Changes.** You acknowledge that certain updates to the Services or Bidask Platform may be necessary for continued access and functionality. The Company may temporarily suspend or restrict access to parts of the Services in order to implement such changes. You agree to accept and install any required updates and acknowledge that failure to do so may result in limited or no access to the Services. The Company is not responsible for any malfunction or inaccessibility caused by your failure to implement such updates.
- 1.4. **Acceptance of Amended Terms.** Unless stated otherwise, updated Terms will take effect upon posting. Your continued use of the Services after such effective date constitutes your acceptance of the revised Terms. If you do not agree to any amended Terms, you must immediately discontinue use of the Services.

2. SECURITIES DISCLAIMER

- 2.1. **NO OFFER OR SOLICITATION.** NO INFORMATION WHICH MAY BE MADE AVAILABLE ON THE BIDASK PLATFORM SHALL CONSTITUTE OR BE CONSTRUED AS A RECOMMENDATION, ENDORSEMENT, OFFER,

INVITATION, OR SOLICITATION TO ENTER INTO ANY TRANSACTION WITH OR PURCHASE ANY PRODUCT, OR OTHERWISE DEALING IN SECURITIES, DIGITAL ASSETS, OR OTHER PRODUCTS. THE COMPANY IS NOT A LICENSED BROKER, DEALER, FINANCIAL ADVISOR, OR REGISTERED INVESTMENT ADVISOR.

- 2.2. **NO PERSONALIZED INVESTMENT ADVICE.** YOU FURTHER UNDERSTAND THAT NONE OF THE INFORMATION PROVIDERS ARE ADVISING YOU PERSONALLY CONCERNING THE NATURE, POTENTIAL, VALUE, OR SUITABILITY OF ANY PARTICULAR SECURITY OR CRYPTO ASSET, PORTFOLIO OF SECURITIES OR DIGITAL ASSETS, TRANSACTION, INVESTMENT STRATEGY, OR OTHER MATTER, AND ANY INFORMATION PROVIDED IS NOT TAILORED TO THE INVESTMENT NEEDS OF ANY SPECIFIC PERSON.
- 2.3. **INVESTMENT RISK WARNING.** YOU UNDERSTAND THAT AN INVESTMENT IN ANY SECURITY, DIGITAL ASSET, OR DERIVATIVE PRODUCT IS SUBJECT TO SEVERAL RISKS AND THAT DISCUSSIONS OF ANY SECURITY OR DIGITAL ASSET PUBLISHED ON THE BIDASK PLATFORM MAY NOT CONTAIN A LIST OR DESCRIPTION OF RELEVANT RISK FACTORS.
- 2.4. **ACCURACY AND TIMELINESS OF INFORMATION.** PLEASE NOTE THAT MARKETS CHANGE CONTINUOUSLY, SO ANY INFORMATION, CONTENT, OR OTHER MATERIAL PROVIDED ON OR THROUGH THE BIDASK PLATFORM MAY NOT BE COMPLETE OR CURRENT OR MAY BE SUPERSEDED BY MORE CURRENT INFORMATION. YOU RELY ON SUCH INFORMATION AT YOUR OWN RISK.
- 2.5. **REGULATORY STATUS OF SECURITIES.** THE SECURITIES FOR WHICH THIS BIDASK PLATFORM MAY PROVIDE INFORMATION OR FACILITATE TRANSACTIONS MAY NOT HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE. ANY DECISIONS REGARDING INVESTMENTS OR SECURITIES SHOULD BE MADE AFTER CONSULTING WITH A QUALIFIED PROFESSIONAL.

3. TELEGRAM MINI APPS

- 3.1. **Access via Telegram Interface.** The Services may be accessed through a Telegram Mini App made available by the Company ("**Bidask TMA**"), which provides a streamlined version of the Bidask Platform within the Telegram messenger application. The Bidask TMA enables Users to interact with select functionalities of the Bidask Protocol directly from Telegram. Use of the Bidask TMA is functionally equivalent to using the Bidask Platform and is governed by these Terms in their entirety. By accessing the Services through the Bidask TMA, you agree to be bound by these Terms and other conditions, disclaimers, and obligations that apply to the Bidask Platform. You are solely responsible for ensuring that you access the official and up-to-date version of the TMA and not any modified, unofficial, or counterfeit version.

- 3.2. **Non-Custodial Operation.** The Bidask TMA operates on a non-custodial basis and does not store or process any private keys, seed phrases, or personal data. All interactions are executed on-chain via the Bidask Protocol using your connected Wallet (as defined below). The same core features, such as initiating swaps or providing liquidity, are available through the TMA, and all limitations, risk disclosures, and user obligations outlined in these Terms apply equally to actions performed via the TMA.
- 3.3. **Availability and Disclaimer.** The Company does not guarantee the availability, uptime, or uninterrupted performance of the Bidask TMA, as its functionality is dependent in part on Telegram’s infrastructure, which is beyond the Company’s control. The Company disclaims all liability for outages, delays, or limitations related to Telegram’s performance. The Company reserves the right to suspend, limit, or discontinue the Bidask TMA or alter its scope of functionality at any time, with or without notice.

4. SERVICES OVERVIEW

- 4.1. **General.** The Bidask Platform is a non-custodial web interface developed and operated by the Company to facilitate User interaction with a decentralized suite of smart contracts deployed on the TON blockchain (“**Bidask Protocol**”). The Bidask Platform enables Users to access core DeFi functionalities, such as token swaps and liquidity provisioning (as described below), without intermediating or executing transactions directly. All actions initiated through the Bidask Platform are executed autonomously by the Bidask Protocol on-chain.
- 4.2. **Bidask Protocol.** The Bidask Protocol comprises permissionless, autonomous smart contracts implementing a concentrated liquidity market maker model. These smart contracts govern peer-to-peer swaps and liquidity pool mechanics without intervention from any central authority.
- 4.3. **Role of the Bidask Platform.** The Bidask Platform serves as a technical interface that enables Users to interact with the Bidask Protocol. It offers transaction-building tools, User guidance, data visualization, and support for Wallet connectivity. However, the Bidask Platform does not custody User funds, execute trades, or manage private keys. All transactions require User authorization via Wallet and are executed directly on the TON blockchain by the smart contracts comprising the Bidask Protocol.
- 4.4. **Autonomy and Limitations.** The Company’s involvement with the Bidask Protocol is limited to initial development and front-end access. The Company does not control, modify, or reverse any smart contract operations. The Company disclaims all responsibility for smart contract errors, blockchain congestion, or loss of assets due to network conditions, user error, or malicious activity.
- 4.5. **Services.** The Bidask Platform enables Users to access the following core functionalities of the Bidask Protocol:
- 4.5.1. **Swap Functionality.** Users may initiate token swaps through the Bidask Platform, which provides access to the Bidask Protocol’s liquidity pools. These swaps enable the exchange of one supported digital asset for another in a fully decentralized manner, without reliance on centralized intermediaries. All swap transactions are priced algorithmically by the Bidask Protocol based on current

pool reserves, user-specified parameters, and predefined pricing formulas, including dynamic fee structures that may vary with market volatility and liquidity conditions. When a swap is initiated, the Bidask Platform constructs the appropriate transaction data and forwards it to the User's connected Wallet for digital signature. Once signed and submitted by the User, the transaction is executed on-chain by the Bidask Protocol's smart contracts, which autonomously draw assets from the relevant liquidity pool and deliver the output asset in accordance with the Bidask Protocol's logic;

THE COMPANY DOES NOT ACT AS A COUNTERPARTY AND CANNOT GUARANTEE EXECUTION SPEED, PRICE, OR SUCCESS OF ANY SWAP TRANSACTION. USERS ARE SOLELY RESPONSIBLE FOR ANY NETWORK FEES INCURRED AND BEAR ALL RISKS ASSOCIATED WITH TRANSACTION EXECUTION, INCLUDING SLIPPAGE AND ON-CHAIN VOLATILITY;

- 4.5.2. **Liquidity Provisioning.** Users may contribute supported digital assets to liquidity pools governed by the Bidask Protocol, thereby participating as liquidity providers ("**LPs**"). By doing so, LPs help facilitate decentralized trading activity while potentially earning a share of the fees generated by swaps executed through those pools. The Bidask Protocol employs a concentrated liquidity model, which allows LPs to define specific price intervals within which their capital is allocated. In return for their contributions, LPs may receive on-chain representations of their position, such as LP tokens or similar cryptographic records, which reflect their proportional ownership and may accrue Bidask Protocol-generated fees over time. The rate and distribution of such fees are determined by the Bidask Protocol's internal logic and may vary depending on market conditions, trade volume, and other on-chain factors. All liquidity operations, including the initial deposit of assets, fee accrual, range adjustment, and withdrawal of liquidity, are executed autonomously and permissionlessly by the Bidask Protocol's smart contracts;

THE COMPANY DOES NOT CUSTODY USER ASSETS AT ANY POINT, DOES NOT GUARANTEE THE GENERATION OF YIELD, AND ASSUMES NO RESPONSIBILITY FOR LOSSES, INCLUDING BUT NOT LIMITED TO IMPERMANENT LOSS, PRICE DIVERGENCE, OR OPPORTUNITY COST. PARTICIPATION IN LIQUIDITY PROVISIONING IS AT THE USER'S SOLE RISK AND DISCRETION.

5. WALLET

- 5.1. **Wallet Requirement.** To access and use the Services, you must connect a supported, non-custodial digital wallet ("**Wallet**") that enables interaction with the TON blockchain. Your Wallet is required to initiate, sign, and broadcast transactions to the Bidask Protocol, including but not limited to token swaps and liquidity operations. In such cases, by using a Wallet in connection with the Services, you agree that you are using the Wallet under the terms and conditions of the applicable third-party provider of such Wallet. The Company does not provide, operate, or control any Wallet, and your use of a Wallet is governed by the applicable terms of use of the third-party provider.
- 5.2. **Wallet Security.** You are solely responsible for maintaining the security of your Wallet,

including safeguarding your private keys, seed phrases, passwords, and other access credentials. The Company does not have access to, and cannot retrieve, recover, or reset, any Wallet credentials. Under no circumstances will the Company ever request your private key or seed phrase. You should never share such information with anyone.

THE COMPANY ACCEPTS NO RESPONSIBILITY OR LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF A WALLET OR DATA PROVIDED BY THE BIDASK PLATFORM IN CONSUMMATING TRANSACTIONS USING A WALLET. IT MAKES NO REPRESENTATIONS AND WARRANTIES REGARDING HOW THE SERVICES WILL INTERACT WITH ANY SPECIFIC WALLET.

THE PRIVATE KEYS AND/OR SEED PHRASES NECESSARY TO ACCESS THE ASSETS HELD IN A WALLET ARE NOT HELD BY OR KNOWN TO THE COMPANY. THE COMPANY HAS NO ABILITY TO HELP YOU ACCESS OR RECOVER YOUR PRIVATE KEYS AND/OR SEED PHRASES FOR YOUR WALLET, SO PLEASE KEEP THEM IN A SAFE PLACE.

6. PUBLIC BLOCKCHAINS AND THIRD-PARTY TOOLS

- 6.1. **Public Blockchain Interactions.** When you utilize any data inputs provided by the Bidask Platform to execute transactions, you are interacting with public blockchains, which provide transparency into your transactions. The Company does not control and is not responsible for any information you make public on any public blockchain by taking actions utilizing data provided by the Bidask Platform or the Services.
- 6.2. **Use of Third-Party Tools.** The Bidask Platform may integrate with or provide access to third-party services, content, websites, networks, or applications that are not owned or controlled by the Company (collectively “**Third-Party Tools**”). The Third-Party Tools required to be used or interacted with in order to interact with the Bidask Platform, including but not limited to a Wallet, are not part of the Services, and your use of such Third-Party Tools is entirely at your own risk. If you access Third-Party Tools from the Bidask Platform, you do so at your own risk, and you understand that these terms and other Company’s policies do not apply to your dealings with those third parties.

YOUR INTERACTION WITH ANY THIRD-PARTY TOOLS IS AT YOUR OWN RISK AND IS SOLELY BETWEEN YOU AND THE THIRD-PARTY PROVIDER. EACH THIRD-PARTY TOOL WILL LIKELY HAVE ITS OWN TERMS OF USE AND PRIVACY POLICY, AND YOU ARE RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THOSE TERMS WHEN YOU ENGAGE WITH THEM. COMPANY IS NOT A PARTY TO YOUR AGREEMENTS WITH THIRD-PARTY PROVIDERS.

COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, SERVICES, PRODUCTS, INFORMATION, OR PRACTICES OF ANY THIRD PARTIES. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY THIRD-PARTY TOOLS, INCLUDING THEIR ACCURACY, QUALITY, RELIABILITY, AVAILABILITY, OR LEGALITY.

YOU HEREBY RELEASE COMPANY AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF OR RELIANCE ON ANY THIRD-PARTY TOOLS.

7. APPLICABLE FEES AND MONITORING

7.1. **Protocol and Network Fees.** Use of the Bidask Protocol may involve various types of fees, including but not limited to dynamic swap fees, liquidity provisioning fees, and blockchain network fees. Swap and liquidity-related fees are determined algorithmically by the Bidask Protocol's smart contracts and may vary depending on market conditions, including price volatility and liquidity availability. These fees are typically distributed to LPs and, where applicable, to governance or treasury mechanisms defined within the Bidask Protocol. Gas fees are imposed by the TON blockchain and are required to process transactions; such fees fluctuate based on network demand and are not controlled by the Company.

7.2. **Dynamic Fee Mechanism.** The Bidask Protocol may incorporate a dynamic fee model under which swap fees algorithmically adjust based on prevailing market conditions, such as price volatility or liquidity distribution. Under this model, fees may increase during periods of elevated volatility to incentivize liquidity provision and compensate for increased exposure to impermanent loss, while decreasing during stable conditions to encourage trading activity. All logic governing such dynamic fee adjustments is, or will be, encoded in the Bidask Protocol's smart contracts and executed without discretionary control.

THE COMPANY RESERVES THE SOLE AND ABSOLUTE DISCRETION TO ACTIVATE, IMPLEMENT, MODIFY, OR ADJUST THE DYNAMIC FEE MODEL AND ITS PARAMETERS AT ANY TIME, INCLUDING AS PART OF FUTURE BIDASK PROTOCOL DEPLOYMENTS OR UPDATES, SUBJECT TO APPLICABLE LAW.

7.3. **Estimation of Fees.** Where possible, the current estimated fee applicable to a given transaction may be displayed through the Bidask Platform interface prior to execution. However, any such estimates are provided for informational purposes only and may not reflect the final amount incurred due to blockchain conditions at the time of execution.

THE COMPANY IS NOT RESPONSIBLE FOR INACCURACIES IN FEE ESTIMATIONS OR FOR TRANSACTIONS FAILING DUE TO INSUFFICIENT GAS.

7.4. **Bidask Platform Fees and Feature Access.** The Company reserves the right, in its sole and absolute discretion, to introduce, modify, or remove Bidask Platform fees at any time, including but not limited to fees for accessing premium features, analytics, enhanced functionality, or future upgrades. All such fees, when applicable, may be disclosed to Users prior to use of the relevant Service or feature.

7.5. **User Acknowledgment.** It is your sole responsibility to review and understand the fees applicable to your use of the Services, whether such fees are charged by the Bidask Protocol, the blockchain network, third party Wallet providers, or the Company.

IF YOU DO NOT AGREE WITH THE APPLICABLE FEES, YOU MUST REFRAIN FROM USING THE SERVICES. BY INITIATING ANY TRANSACTION OR CONTINUING TO ACCESS THE SERVICES AFTER A CHANGE IN THE FEE STRUCTURE, YOU CONFIRM YOUR ACCEPTANCE OF THE CURRENT FEES.

- 7.6. **Monitoring and Enforcement.** Although the Company is under no obligation to monitor the use of the Services, it reserves the right to do so for operational, compliance, legal, or risk management purposes, including the detection of abusive behavior, enforcement of these Terms, and compliance with applicable law. This may include, without limitation, the monitoring of activity patterns, transaction volumes, or interaction with specific smart contracts.
- 7.7. **No Liability for Failed Transactions.** Due to the immutable and decentralized nature of blockchain transactions, all fees, whether Bidask Protocol fees, gas fees, or Wallet-imposed charges, are non-refundable. The Company shall not be liable for any failed or delayed transaction, or any fees incurred in connection therewith, including where failure results from blockchain congestion, insufficient gas, Wallet errors, or third party system failures.

8. USER ELIGIBILITY

- 8.1. **Eligibility Requirements.** You must be at least 18 years old, or the age of majority in your jurisdiction, if higher, and not be a Prohibited Person to access or use the Services. By using the Bidask Platform, you represent and warrant that you meet this age requirement and that you are not barred from using the Services under any applicable law.
- 8.2. **Definitions.** For the purpose of these Terms, “**Prohibited Person**” is any person or entity that is:
- 8.2.1. Listed on:
- (a) Any United States Government list of prohibited or restricted parties, including the United States Treasury Department’s list of Specially Designated Nationals or the United States Department of Commerce Denied Persons List or Entity List;
 - (b) The European Union consolidated list of persons, groups and entities subject to financial sanctions; or
 - (c) The United Kingdom Consolidated List of Financial Sanctions Targets.
- 8.2.2. Located or organized in any United States embargoed countries or any country that has been designated by the United States Government as “terrorist supporting;”
- 8.2.3. A citizen, resident, or organized in the following jurisdictions (“**Prohibited Jurisdictions**”): Abkhazia, Afghanistan, Angola, Belarus, Burundi, Central African Republic, Congo, Cuba, Crimea, Ethiopia, Guinea-Bissau, Iran, Ivory Coast (Cote D’Ivoire), Lebanon, Liberia, Libya, Mali, Burma (Myanmar), Nicaragua, North Korea, Northern Cyprus, Russia, Somalia, Somaliland, South Ossetia, South Sudan, Sudan, Syria, Ukraine (Donetsk and Luhansk regions),

United Kingdom, United States, Venezuela, Yemen, Zimbabwe;

8.2.4. Otherwise, a party with which the Company is prohibited from dealing under the laws of the United States, the European Union, or any of its Member States, the United Kingdom; or

8.2.5. Owned or controlled by such persons or entities listed in (a)-(d).

8.3. **Non-Prohibited Status.** By using the Services, you certify that you are not a Prohibited Person and that you are not using virtual private networks (“VPNs”), proxies, or other means to mask your identity or location in order to circumvent these restrictions.

BY ACCESSING AND USING OUR SERVICE, YOU CONFIRM THAT YOU ARE FOLLOWING THESE GEOGRAPHICAL RESTRICTIONS AND THAT YOU WILL NOT ATTEMPT TO BYPASS THEM THROUGH ANY UNAUTHORIZED MEANS.

8.4. **Information Requests.** We may require you to provide additional information and documents regarding your use of the Services, including in case of application of any applicable law or regulation, including laws related to anti-money laundering or for countering the financing of terrorism, or at the request of any competent authority.

THE COMPANY MAY UTILIZE CERTAIN TOOLS, SUCH AS IP-BASED GEOFENCING, TO ENFORCE THE ABOVE RESTRICTIONS. IF WE DISCOVER THAT YOU HAVE ACCESSED THE SERVICES FROM A PROHIBITED JURISDICTION OR UNDER FALSE PRETENSES OF ELIGIBILITY, WE MAY TERMINATE YOUR ACCESS TO THE BIDASK PLATFORM IMMEDIATELY.

9. EUROPEAN UNION USERS

9.1. **Voluntary Access.** If you are a resident, domiciliary, or national of a Member State of the European Union, you expressly acknowledge and agree that your decision to access and use the Bidask Platform is made entirely on your own initiative, without any prior solicitation, marketing, promotion, or direct communication from the Company or any party acting on its behalf.

9.2. **No Active Marketing.** The Company does not actively solicit, advertise, or market the Services to persons within the European Union, and has not taken any action that would be considered offering or marketing of services in the European Union under applicable laws and regulations.

9.3. **User Representation.** By accessing the Bidask Platform, you hereby confirm and represent in writing that your use of the Services is based exclusively on your own unsolicited request and initiative, and that you are acting as your own agent and not on behalf of any third party. This confirmation is intended to comply with applicable European Union regulations concerning reverse solicitation.

THE COMPANY MAY, AT ITS DISCRETION AND WHERE REQUIRED BY LAW, REQUEST ADDITIONAL DOCUMENTATION FROM USERS TO VERIFY THE UNSOLICITED NATURE OF SUCH ACCESS.

10. USER’S REPRESENTATIONS AND WARRANTIES

- 10.1. By accessing or using the Bidask Platform or Services, you represent and warrant, at all times during your use, that:
- 10.1.1. You are of legal age in your jurisdiction and in any case, at least 18 years old, are not a Prohibited Person or accessing the Services from a Prohibited Jurisdiction;
 - 10.1.2. You have the full right, power, and authority to enter into and comply with these Terms;
 - 10.1.3. Your use of the Bidask Platform and Services complies with all applicable laws, rules, and regulations, including those relating to anti-money laundering, anti-corruption, counter-terrorism financing, economic sanctions, securities, commodities, tax, and data protection;
 - 10.1.4. You will not use VPNs, proxies, or any similar methods to attempt to circumvent any access restrictions or to conceal your identity, location, or jurisdiction;
 - 10.1.5. You are the lawful and beneficial owner of any Wallet used to access the Services, and you have full control over the cryptographic keys associated with such Wallet. You understand that the Company has no access to or ability to recover your keys or Wallet contents;
 - 10.1.6. You will not engage in or facilitate any activity that interferes with, disrupts, harms, or otherwise negatively affects the integrity or performance of the Bidask Platform or any blockchain networks connected to it;
 - 10.1.7. All information and documents you provide to the Company are true, accurate, complete, and not misleading, and you will promptly update such information if it becomes outdated or incorrect;
 - 10.1.8. You are not relying on the Company or any of its affiliates for legal, tax, financial, investment, or other professional advice. You understand that the Services are provided solely as described in these Terms and do not constitute investment advice or a financial product offering;
 - 10.1.9. You are responsible for any and all taxes, duties, and governmental assessments that you are liable for as a result of your use of the Services or any transactions you conduct via the Bidask Platform. The Company has no responsibility to withhold or report any amounts to tax authorities, and it is your obligation to report and pay any applicable taxes in the jurisdiction relevant to you.
 - 10.1.10. Your use of the Services and any content or data you submit or upload does not infringe or violate the intellectual property rights, privacy rights, or any other legal rights of any third party;
 - 10.1.11. You will not interfere with or attempt to gain unauthorized access to any part of the Services, other Users' Wallets, or any related systems or networks;

- 10.1.12. You fully understand and accept all risks associated with the use of blockchain technologies, smart contracts, digital assets, and the decentralized nature of the Services, including those detailed in these Terms; and
 - 10.1.13. You acknowledge and accept that a breach of any of the above representations and warranties may result in the immediate restriction, suspension, or termination of your access to the Bidask Platform and Services.
- 10.2. The Company reserves the right to require you to provide additional personal or business information and documentation if necessary to comply with legal obligations, such as anti-money laundering, counter-terrorism financing, or sanctions requirements, or at the request of a competent authority.

IF WE HAVE REASON TO SUSPECT THAT YOUR WALLET IS BEING USED FOR ILLEGAL ACTIVITIES, SUCH AS MONEY LAUNDERING, FRAUD, OR SANCTIONS EVASION, OR IF YOU HAVE PROVIDED FALSE INFORMATION, WE MAY REQUEST FURTHER VERIFICATION OR DOCUMENTATION AND/OR WE MAY, AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES.

11. PROHIBITED ACTIVITIES

- 11.1. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions, or you have our written permission to do so:
- 11.1.1. Download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
 - 11.1.2. Duplicate, decompile, reverse engineer, disassemble, or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
 - 11.1.3. Use, reproduce, or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
 - 11.1.4. Use automation software (bots), hacks, modifications (mods), or any other unauthorized third-party software designed to modify the Services;
 - 11.1.5. Exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
 - 11.1.6. Access or use the Services in any manner that could disable, overburden, damage, disrupt, or impair the Services or interfere with any other party's access to or use of the Services or use any device, software, or routine that causes the same;
 - 11.1.7. Attempt to gain unauthorized access to, interfere with, damage, or disrupt the Services or the computer systems, wallets, accounts, protocols, or networks

connected to the Services;

- 11.1.8. Circumvent, remove, alter, deactivate, degrade, or thwart any technological measure or content protections of the Services or the computer systems, wallets, accounts, protocols, or networks connected to the Services;
 - 11.1.9. Use any robot, spider, crawler or other automatic device, process, software or query that intercepts, “mines,” scrapes, or otherwise accesses the Services to monitor, extract, copy, or collect information or data from or through the Services, or engage in any manual process to do the same;
 - 11.1.10. Introduce any viruses, Trojan horses, worms, logic bombs, or other materials that are malicious or technologically harmful into our systems;
 - 11.1.11. Submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, defamatory, obscene, lewd, lascivious, filthy, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable, use the Services for illegal, harassing, bullying, unethical or disruptive purposes, or otherwise use the Services in a manner that is obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, hateful, cruel or insensitive, deceptive, threatening, abusive, inflammatory, pornographic, inciting, organizing, promoting or facilitating violence or criminal or harmful activities, or otherwise objectionable;
 - 11.1.12. Violate any applicable law or regulation in connection with your access to or use of the Services; or
 - 11.1.13. Access or use the Services in any way not expressly permitted by these Terms.
- 11.2. The Company reserves the right to investigate and take appropriate legal action against anyone who, in our sole discretion, is suspected of violating any provision of this Prohibited Activities section. This may include reporting you to law enforcement authorities, freezing any pending transactions, or terminating your access to the Services as described below.

12. USER’S INTERACTIONS AND CONTENT

- 12.1. **User Interactions.** The Bidask Platform may allow User interactions through community forums or other collaborative features (“**Social Channels**”). You are solely responsible for your interactions with other Users. The Company does not guarantee the identity of any other User or the authenticity of any assets or information another User may provide.
- 12.2. **User Disputes.** While Company may, in its discretion, facilitate communications or provide a framework for User interactions, we are not responsible for resolving any disputes between Users. If you have a dispute with one or more Users of the Bidask Platform, you release Company and its affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims, demands, and damages (actual and consequential) arising out of or in connection with such disputes.

- 12.3. **Reporting Misconduct.** We encourage Users to act in good faith and with transparency. If you believe another User is violating these Terms or acting fraudulently, you may notify us at our contact address below. However, the Company is not responsible for policing User behavior in real-time. We may, but have no obligation to, monitor or record any area of the Bidask Platform for compliance purposes, but you should not assume that we do so.
- 12.4. **User-Generated Content.** By posting any content or submitting any material through the Service or Social Channels (if available), you represent and warrant that you hold all necessary rights to that content, and that it is not illegal, confidential, or infringing upon third-party rights. You grant the Company a limited, royalty-free license to use, display, reproduce, and distribute such content within the scope of operating the Services. The Company has the right, but not the obligation, to remove any User-submitted content that we deem to violate these Terms or that we find otherwise objectionable.
- 12.5. **Feedback.** We welcome feedback, suggestions, or ideas from Users about how to improve the Company (“**Feedback**”). If you choose to submit Feedback to us, you agree that the Company is free to use or not use such Feedback at its sole discretion for any purpose, without any compensation or obligation to you. To the extent you have any rights in the Feedback, you hereby assign all right, title, and interest in and to that Feedback to Company. In any case, you waive any claim that the Company misappropriated any of your ideas or improvements included in any Feedback you provide.

13. USER’S RIGHT TO USE SERVICES

- 13.1. **Limited License Grant.** We hereby permit you to use the Services for your personal non-commercial use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you, a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Services, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms.

YOUR ACCESS AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE, OR REPAIR OF THE SERVICE OR OTHER ACTIONS THAT COMPANY, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE.

14. GENERAL DISCLAIMER OF SERVICES

- 14.1. **“As is” and “as available” basis.** Your access to and use of the Services and the Bidask Platform are at your own risk. The Services are provided on an “as is” and “as available” basis without any warranty of any kind, either express or implied. To the maximum extent permitted by applicable law, the Company disclaims all warranties and conditions of any kind, whether express, implied, or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, title,

non-infringement, accuracy, reliability, and any warranties that may arise out of course of dealing or usage of trade.

- 14.2. **No Guarantee of Results or Performance.** No advice or information, whether oral or written, obtained by you from the Company or through the Services, will create any warranty not expressly stated herein. The Company does not warrant that the Services will be uninterrupted, error-free, or secure; that defects will be corrected; or that the Bidask Platform or the servers that make it available are free of viruses or other harmful components. The Company does not guarantee any specific results from the use of the Services. We make no warranty that the Bidask Platform will meet your requirements or expectations, or that any content provided through the Bidask Platform is complete, accurate, or error-free.

15. BLOCKCHAIN AND SMART CONTRACT RISKS

- 15.1. By accessing or using the Platform and interacting with the Bidask Protocol, you acknowledge and accept the inherent risks associated with blockchain networks, digital assets, smart contracts, and decentralized finance systems. You understand and agree that these technologies are experimental, may be unpredictable, and involve a significant risk of financial loss. You assume full responsibility for all such risks and agree that the Company shall not be liable for any damages or losses you may incur in connection with your use of the Services:

15.1.1. **Irreversibility.** Transactions on a blockchain are generally irreversible. If you send digital assets to the wrong address or if an unauthorized transaction is executed from your Wallet, such as due to your loss of private keys or a security breach, you may lose those assets permanently. The Company is not responsible for any losses due to mistaken or unauthorized transactions;

15.1.2. **Smart Contract Vulnerabilities.** The Bidask Platform includes smart contracts that run on a blockchain. Smart contracts may have vulnerabilities, bugs, or programming errors that could be exploited, leading to partial or complete loss of funds or assets. By using the Bidask Platform, you assume all risks associated with interacting with smart contracts. The Company cannot guarantee the security or error-free operation of the smart contract code;

15.1.3. **Blockchain Disruptions.** Blockchain networks might experience network congestion, high transaction fees, reduced speed, or even temporary forks or failures. A surge in activity could delay your transactions or make them more expensive. In extreme cases, vulnerabilities or coordinated attacks could undermine the normal operation of the network. The Company is not responsible for any issues or losses arising from blockchain network problems or attacks;

15.1.4. **Cryptographic Risks.** The underlying cryptography of blockchain networks is generally secure but not infallible. Advances in quantum computing or new cryptographic attacks may pose a risk to blockchain systems, potentially leading to theft or loss of assets if underlying cryptographic assumptions are broken. You acknowledge these potential future risks as well;

15.1.5. Impermanent Loss and Liquidity Provider Risks. If you participate as an LP in the Bidask Protocol, you may incur impermanent loss, a reduction in value relative to simply holding the same assets outside the liquidity pool. Impermanent loss occurs when digital asset prices diverge and may not be offset by fee income, even under dynamic fee models. Additionally, your position is exposed to arbitrage and informed trading risks, where counterparties may act on market information before you. When withdrawing liquidity, you may receive a different combination of digital assets than originally deposited. The Company disclaims all responsibility for impermanent loss or LP-related outcomes. You are solely responsible for monitoring your position and understanding these risks;

15.1.6. Dynamic Fee Model. The Bidask Protocol may implement a dynamic fee model, where fees adjust in real time based on market volatility and liquidity. While intended to mitigate risk and improve pricing, such models may not perform as expected and may reduce LP income or discourage User activity under certain conditions. Future upgrades, parameter changes, or experimental features may introduce unknown or unintended risks. By continuing to use the Services, you agree to assume the risks associated with all present and future Bidask Protocol mechanisms, even if not fully documented or understood at the time of use;

15.1.7. Wallet-Related Risks. You acknowledge and agree that the use of Wallets entails certain risks, including but not limited to the risk of unauthorized access, phishing attacks, malware, and user error, and that you assume full responsibility for any such risks arising from your use of the Services;

15.1.8. No Guarantees or Protections. The Company does not provide any guarantee of uptime, profitability, asset recovery, price execution, or successful transaction completion. The Services are provided without warranties of any kind, and your use of decentralized technologies is entirely at your own risk.

THE COMPANY DISCLAIMS LIABILITY FOR ANY TECHNOLOGICAL PROBLEMS OR SECURITY BREACHES ASSOCIATED WITH THE BLOCKCHAIN INFRASTRUCTURE OR SMART CONTRACTS USED IN CONNECTION WITH THE SERVICES. THE COMPANY CANNOT BE HELD LIABLE FOR SOFTWARE BUGS, HACKING INCIDENTS, OR ANY OTHER ISSUES INHERENT IN BLOCKCHAIN TECHNOLOGY, INCLUDING ANY LOSS OF DIGITAL ASSETS.

16. CRYPTOCURRENCY AND DIGITAL ASSET RISKS

16.1. Engaging with cryptocurrencies involves significant risks. By using the Bidask Platform, you expressly acknowledge and assume the following risks (among others):

16.1.1. Risk of losing access to cryptocurrency due to slashing, loss of private keys, custodial error, or User error;

16.1.2. Risk of hacking, security weaknesses, and blockchain attacks;

16.1.3. Risk of unfavorable regulatory intervention in one or more jurisdictions;

- 16.1.4. Risk of personal information disclosure;
- 16.1.5. Risk of uninsured losses;
- 16.1.6. Risk of volatility and liquidity;
- 16.1.7. Risk of taxation and regulatory uncertainty;
- 16.1.8. Risk of Bidask Platform failure; and
- 16.1.9. Unanticipated risks.

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE A SUFFICIENT UNDERSTANDING OF THE FUNCTIONALITY, USAGE, STORAGE, TRANSMISSION MECHANISMS, AND INTRICACIES ASSOCIATED WITH CRYPTOGRAPHIC TOKENS, NFTS, AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. YOU ASSUME ALL RISKS RELATED TO THE ABOVE AND OTHER INHERENT RISKS ASSOCIATED WITH DIGITAL ASSETS AND BLOCKCHAIN TECHNOLOGY. COMPANY WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THESE RISKS.

17. NO INVESTMENT ADVICE; NO BROKERAGE

- 17.1. **Technology Services Only.** The Services offered by the Company are strictly limited to non-custodial, software-based access to the Bidask Protocol. The Company does not provide brokerage, exchange, custody, investment advisory, or financial intermediary services of any kind. All transactions are peer-to-peer and executed by Users through smart contracts deployed on the TON blockchain. The Company does not act as a counterparty, intermediary, or execution agent for any transaction.
- 17.2. **No Investment Recommendations.** The Company does not recommend, endorse, or promote any digital asset, protocol, trading strategy, or financial product. Any information, charts, analytics, or commentary displayed on the Bidask Platform or shared via affiliated channels is provided solely for general informational and community engagement purposes and does not constitute investment advice, financial advice, legal advice, tax advice, or any other form of professional guidance.
- 17.3. **User Responsibility.** You acknowledge and agree that you are solely responsible for evaluating and executing any transaction or strategy via the Services. The Company does not act as your agent, advisor, or fiduciary. You are solely responsible for determining the appropriateness of any decision based on your own circumstances, risk appetite, and objectives. You are encouraged to consult with independent licensed professionals before engaging in any digital asset activities.
- 17.4. **No Outcome Guarantees.** The Company does not:
 - 17.4.1. Provide personalized investment or trading advice;
 - 17.4.2. Assess the suitability of any asset or transaction for your particular circumstances;
 - 17.4.3. Guarantee any profit, performance, or outcome of any transaction; or

17.4.4. Make any statements regarding the merits or risks of any digital asset or protocol.

- 17.5. **Non-Advisory Communications.** Any market commentary, analysis, or updates provided by the Company or its representatives, whether via the Bidask Platform, social media, or community channels, are for transparency and engagement only and should not be interpreted as a solicitation, endorsement, or recommendation to take any action. Your decisions are made entirely at your own discretion and risk.

ALL DIGITAL ASSET TRANSACTIONS INVOLVE RISK. YOU MAY LOSE PART OR ALL OF YOUR INVESTMENT. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU ARE ENGAGING IN HIGH-RISK, EXPERIMENTAL FINANCIAL ACTIVITY WITHOUT ANY RELIANCE ON THE COMPANY FOR ADVICE OR GUIDANCE.

18. NO WARRANTY ON CONTENT OR SOFTWARE

- 18.1. **Content Accuracy.** The Company does not warrant that any content available on the Bidask Platform is accurate, complete, reliable, or current. The content may include technical inaccuracies or typographical errors. Additionally, no guarantee is made that any errors in the Services will be corrected.
- 18.2. **Software Compatibility.** We also do not warrant that the Services will be compatible with your devices or software. There may be interoperability issues or unanticipated bugs that result from interactions between the Bidask Platform and other software or hardware you use, including your Wallet. You assume full responsibility for the selection and use of your hardware, Wallet, and other software to access the Services and understand that you use them at your own risk.
- 18.3. **Jurisdictional Limitations.** Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. In such cases, any implied warranties are limited to the minimum scope and duration permitted by applicable law.

19. INTELLECTUAL PROPERTY OWNERSHIP

- 19.1. **Ownership of Bidask Platform Content.** All content and materials provided through the Services, including the design, graphics, logos, software, excluding open-source components, text, and collective arrangement thereof ("**Bidask Platform Content**"), are owned by Company or its licensors and are protected by intellectual property laws, such as copyright, trademark, and trade secret laws.
- 19.2. **Reservation of Rights.** Company retains all rights, title, and interest in and to its Services and Bidask Platform Content, including all associated intellectual property rights. Nothing in these Terms is intended to transfer any such rights to you or to grant you any rights or license to use the Company name or any Company trademarks, logos, domain names, or other brand features, except as expressly permitted by a separate written agreement. You shall not remove, alter, or obscure any copyright, trademark,

service mark, or other proprietary rights notices incorporated in or accompanying the Bidask Platform Content.

- 19.3. **Use of Trademarks.** All trademarks, logos, and service marks displayed on the Bidask Platform are the property of the Company or third parties. The Company logo and any related names or logos are trademarks owned by us, our affiliates, or licensors. You are not permitted to use these marks without our prior written approval. Any third-party product or service names mentioned on the Bidask Platform may be trademarks of their respective owners and are used on the Bidask Platform for identification purposes only.

20. TERMINATION AND SUSPENSION

- 20.1. **Termination by the Company.** The Company may, in its sole discretion, suspend, restrict, or terminate your access to the Services or certain features of the Services at any time, with or without prior notice, if we suspect or determine that:

20.1.1. You have violated any provision of these Terms or have otherwise engaged in unlawful or improper use of the Bidask Platform;

20.1.2. You provided any incomplete, incorrect, or false information to us;

20.1.3. Your use of the Services poses a security risk or may subject Company or any third party to liability;

20.1.4. You are a Prohibited Person or are using the Services from a Prohibited Jurisdiction as described above; or

20.1.5. We are unable to continue providing Services to you due to legal or regulatory reasons.

- 20.2. **Termination by the User.** You may terminate these Terms at any time by ceasing all use of the Services. If you wish to ensure complete termination of interactions, you should also disconnect your Wallet from the Bidask Platform and, if desired, revoke any permissions your Wallet granted to the Company's smart contracts via your Wallet interface.

- 20.3. **Effects of Termination.** Upon any termination of these Terms for any reason:

20.3.1. Any rights and licenses granted to you under these Terms will immediately cease;

20.3.2. You will stop using the Services; and

20.3.3. Any pending transactions or engagements you have initiated on the Bidask Platform may be canceled.

- 20.4. **Cancellation of Transactions.** In connection with any actual or suspected violation of these Terms, or any suspension, restriction, or termination of your access to the Services, the Company may, in its sole discretion and without prior notice, disable, cancel, reverse, reject, or delay the processing of any of your pending or future transactions, orders, listings, or interactions with the Bidask Platform. The Company

shall not be liable to you or any third party for any losses, lost profits, fees, or damages arising from such cancellation or rejection.

20.5. **Surviving Provisions.** Termination of these Terms will not affect any right or obligation which, by its nature or express terms, should survive.

20.6. **Legal Remedies.** Termination of your access to the Bidask Platform will not release you from any liability or obligation incurred prior to the date of termination. The Company reserves the right to take appropriate legal action in the event of any breach of these Terms by you prior to termination.

21. LIMITATION OF LIABILITY

21.1. **INDIRECT DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR DIGITAL ASSETS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF OR INABILITY TO USE THE SERVICES, OR ANY INTERACTION WITH THE BIDASK PLATFORM OR ANY CONTENT OR SERVICES PROVIDED ON THE BIDASK PLATFORM, WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

21.2. **AGGREGATE LIABILITY CAP.** THE COMPANY'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OF THE SERVICES SHALL NOT EXCEED THE LESSER OF:

21.2.1. THE TOTAL AMOUNTS PAID BY YOU TO THE COMPANY AS BIDASK PLATFORM FEES IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (EXCLUDING ANY THIRD-PARTY FEES OR GAS COSTS), OR

21.2.2. ONE HUNDRED U.S. DOLLARS (USD \$100).

21.3. **APPLICABILITY.** THE LIMITATIONS ABOVE APPLY EVEN IF AN EXCLUSIVE REMEDY OUTLINED IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MINIMUM EXTENT PERMITTED BY LAW.

21.4. **SPECIFIC EVENTS.** TO THE EXTENT PERMITTED BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM:

- 21.4.1. YOUR INTERACTIONS WITH OR RELIANCE ON ANY THIRD-PARTY CONTENT OR SERVICES;
 - 21.4.2. ANY ACTS OR OMISSIONS OF OTHER USERS OF THE BIDASK PLATFORM (INCLUDING ANY FRAUDULENT OR ILLEGAL CONDUCT BY USERS);
 - 21.4.3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL OR FINANCIAL INFORMATION STORED THEREIN; OR
 - 21.4.4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, INCLUDING ANY BLOCKCHAIN DELAYS OR FAILURES.
- 21.5. **RELIANCE ON LIMITATIONS.** YOU ACKNOWLEDGE THAT THE COMPANY HAS ENTERED INTO THESE TERMS IN RELIANCE ON THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THESE DISCLAIMERS AND LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY.

22. INDEMNIFICATION

- 22.1. **Scope.** You agree to defend, indemnify, and hold harmless the Company, its parent company, affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:
- 22.1.1. Your use or misuse of the Services or any part of the Bidask Platform;
 - 22.1.2. Your violation of any provision of these Terms, any of the Company's incorporated policies, or any applicable law or regulation;
 - 22.1.3. Your use of the Services in any unauthorized, illegal, or abusive manner;
 - 22.1.4. Any attempt by you to circumvent geographic restrictions through VPNs, proxies, anonymizers, or other technical means;
 - 22.1.5. Any false or misleading information provided by you, including regarding your identity, location, or eligibility to use the Services;
 - 22.1.6. Your infringement or violation of any rights of a third party, including any intellectual property rights or privacy rights, through your use of the Bidask Platform or any content you submit; or
 - 22.1.7. Any fraud, negligence, or willful misconduct committed by you.

- 22.2. **Defense Rights.** The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, without limiting your indemnification obligations with respect to that matter. In such a case, you agree to cooperate with the Company's defense of that claim, and you will not settle any such claim without the Company's prior written consent. You agree to promptly notify Company of any third-party claims for which you believe you owe indemnification under this Section, as failure to do so could prejudice the Company's ability to defend the claim.
- 22.3. **Equitable Relief.** You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy, and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

THIS INDEMNITY OBLIGATION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS AND YOUR USE OF THE SERVICES.

23. GOVERNING LAW AND DISPUTE RESOLUTION

- 23.1. **Governing Law.** These Terms and any disputes arising out of or related to these Terms, the Services, or Bidask Platform will be governed by and construed in accordance with the laws of the Republic of Panama, without regard to its conflict of law provisions.
- 23.2. **Dispute Resolution.** You and the Company agree that in the event of any dispute between you and the Company, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond.
- 23.3. **Condition Precedent to Arbitration.** Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against you or the Company, as applicable.
- 23.4. **Arbitration Requirement.** After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "**Claim**") relating in any way to the Services, any use or access or lack of access thereto, and any other usage of the Bidask Platform even if interacted with outside of the Services, will be resolved by arbitration, including threshold questions of arbitrability of the Claim.
- 23.5. **Arbitration Rules.** You and the Company agree that any Claim, including those not of a contractual nature, arising out of, related or connected to the Services, the Bidask Platform, or otherwise, shall be settled by Centro de Conciliación y Arbitraje de Panamá under the official Reglamento de Arbitraje in force at the time of submission of the notice of arbitration ("**Rules**"). The seat of arbitration shall be Panama City, Republic of Panama. The language of arbitration shall be English. The arbitration shall be conducted by a sole arbitrator, appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause. The parties agree that the arbitral award shall be final and binding upon them and may be enforced in any court of competent jurisdiction. The arbitration proceedings and all related materials shall remain strictly confidential.

- 23.6. **Costs and Fees.** Each party shall bear its own fees and costs of arbitration, including its share of the arbitration fees, such as filing, administration, and arbitrator fees, as required by the Rules. The arbitrators may award fees and costs to the prevailing party in accordance with applicable law.
- 23.7. **CLASS ACTION WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND THE COMPANY EACH AGREE THAT ALL DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU AND COMPANY EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE IN OR TO BRING A CLASS ACTION OR CLASS-WIDE ARBITRATION AGAINST THE OTHER PARTY.
- 23.8. **JURY TRIAL WAIVER.** THE ARBITRATORS DO NOT HAVE THE AUTHORITY TO CONSIDER OR RESOLVE ANY CLAIM OR ISSUE ANY RELIEF ON ANY BASIS OTHER THAN AN INDIVIDUAL BASIS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND COMPANY WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT THE CLAIM SHALL BE BROUGHT EXCLUSIVELY IN AN APPROPRIATE COURT AS OUTLINED IN “GOVERNING LAW” ABOVE.
- 23.9. **SEVERABILITY OF ARBITRATION CLAUSES.** IF A COURT OF COMPETENT JURISDICTION FINDS THE ABOVE CLASS ACTION WAIVER UNENFORCEABLE OR IF A CLAIM PROCEEDS AS A PUBLIC INJUNCTIVE RELIEF CLAIM AND A COURT DETERMINES THAT THE ARBITRATION PROVISIONS CANNOT APPLY TO SUCH RELIEF, THEN THE DISPUTE MUST BE LITIGATED IN A CIVIL COURT OF COMPETENT JURISDICTION, AND ALL PARTS OF THE ARBITRATION AGREEMENT EXCEPT THE CLASS ACTION WAIVER WILL BE NULL AND VOID.

24. OPT-OUT RIGHTS

- 24.1. You have the right to opt out of binding arbitration within 30 days of the date you first accept these Terms by notifying Company in writing at contact@bidask.finance that you wish to opt out (“**Opt-Out Notice**”). The Opt-Out Notice must include your name, address, and a clear statement that you do not agree to this arbitration agreement. If you opt out of arbitration in this manner, the opt-out will apply only to you; the Company will not be bound by the arbitration provisions either. Opting out of arbitration will not affect any other sections of these Terms, such as the class action waiver provisions (which will still apply in litigation) or your agreement to first attempt informal resolution.

25. MISCELLANEOUS

- 25.1. **Entire Agreement.** These Terms, along with any documents expressly incorporated by reference, such as our Privacy Policy, constitute the entire agreement between you and Company regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services. You acknowledge that you have not relied on any statement, promise, or representation not expressly contained in these Terms.

- 25.2. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunamis, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.
- 25.3. **Severability.** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or, if such modification is not possible, replaced by a valid and enforceable provision that most closely matches the intent of the original provision.
- 25.4. **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of the Company. Any attempted assignment in violation of this provision shall be null and void. The Company may freely assign or transfer these Terms, in whole or in part, to any of its affiliates or in connection with a merger, acquisition, reorganization, or sale of assets, or by operation of law or otherwise, and you hereby consent to such assignment.
- 25.5. **No Waiver.** No waiver by Company of any term or condition outlined in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term, and any failure of Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- 25.6. **Notices.** You agree that Company may provide you with notices or communications electronically, such as by email or by posting them on our Bidask Platform. Electronic communications shall be deemed received by you when sent by us or when posted.
- 25.7. **Contact Information.** If you have any questions, concerns, or feedback regarding these Terms or the Services, you may contact us at contact@bidask.finance.