GUM TERMS OF USE

Last updated: 21 September 2026

GUM, https://gum.ag, a website-hosted user interface (the "Interface") made available by Jupiter Research Center Limited, (the "Company", "we", "us" or "our").

The Interface is a graphical front end which allows you to view information about, construct, sign and submit your own transactions to one or more autonomous, permissionless smart contract systems deployed on public blockchain networks (each a "Protocol", and together the "Protocols"), including the Jupiter protocol and such other protocols as the Interface may reference from time to time. The Company does not own, operate or control the Protocols, any blockchain network, any validator, or any digital asset made available through them.

These Terms of Use and any terms and conditions incorporated by reference (collectively, the "Terms") govern your access to and use of the Interface. You must read the Terms carefully.

"You", "your" and "user" refer to anybody who accesses or uses the Interface in any way. If you access or use the Interface on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity to these Terms, and "you" and "your" will refer to that entity.

By accessing, browsing or otherwise using the Interface, or by acknowledging agreement to the Terms on the Interface, you agree that you have read, understood, and accepted all of the Terms and our Privacy Policy (the "Privacy Policy"), which is incorporated by reference into the Terms.

IMPORTANT NOTICE REGARDING ARBITRATION. WHEN YOU AGREE TO THESE TERMS BY USING OR ACCESSING THE INTERFACE, YOU AGREE TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND YOU AGREE TO A CLASS ACTION WAIVER, BOTH OF WHICH IMPACT YOUR RIGHTS AS TO HOW DISPUTES ARE RESOLVED. SEE CLAUSE 14.

IMPORTANT NOTICE REGARDING RISK. DIGITAL ASSETS, INCLUDING TOKENISED ASSETS REFERENCED THROUGH THE INTERFACE, ARE HIGH RISK. YOU MAY LOSE THE ENTIRE VALUE OF ANY ASSET YOU ACQUIRE. NO DEPOSIT INSURANCE, INVESTOR COMPENSATION OR OMBUDSMAN SCHEME APPLIES TO YOUR USE OF THE INTERFACE OR THE PROTOCOLS.

If you have any questions, please contact us at support@gum.ag.

1. Eligibility

1.1 **Age and capacity.** You must be at least 18 years of age, and of legal age to form a binding contract in your jurisdiction, to access or use the Interface. By accessing or using the Interface you represent and warrant that you meet this requirement.

1.2 **General.** You may not use the Interface if you are otherwise barred from using the Interface under applicable law.

1.3 **Legality.** You are solely responsible for adhering to all laws and regulations applicable to you and to your access to or use of the Interface. Your use of the Interface is prohibited where it would violate or facilitate the violation of any applicable law or regulation, or contribute to or facilitate any illegal activity.

1.4 **No offer or solicitation.** Neither the Interface nor any of the Company's services constitutes, or may be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such an offer or solicitation. Nothing made available through the Interface is an offer,

solicitation, recommendation, invitation or inducement to buy, sell, subscribe for or underwrite any security, financial instrument, derivative or investment product.

1.5 **Sanctions.** By accessing or using the Interface, you represent and warrant that you are not, and are not owned or controlled by, acting on behalf of, or otherwise associated with, a person that is: (a) the subject or target of sanctions administered or enforced by the United Nations Security Council, the United States (including the Office of Foreign Assets Control), the European Union or any of its Member States, the United Kingdom or any other applicable governmental authority; (b) designated on any list of prohibited or restricted parties, or of excluded or denied persons, maintained by any such authority; or (c) located, organised or resident in a Prohibited Locality. You must notify us immediately if you become, or become aware that you are likely to become, a person described in (a), (b) or (c) above, and you must immediately cease all access to and use of the Interface.

1.6 **No representation as to availability.** We make no representation or warranty that the information, products or services made available through the Interface are appropriate for access or use in any particular jurisdiction. You are not permitted to access or use the Interface in any jurisdiction or country if doing so would be contrary to the law or regulation of that jurisdiction, or if it would subject us to the laws of, or any registration, licensing, authorisation or reporting requirement in, that jurisdiction. We reserve the right to limit the availability of the Interface to any person, geographic area or jurisdiction, at any time and in our sole and absolute discretion.

1.7 **Prohibited Localities.** The Interface is not made available to, and you must not access or use the Interface if you are located, organised or resident in, or if you access or use the Interface from, any of the following (each a "Prohibited Locality"): the United States of America, Singapore, the People's Republic of China (excluding the Hong Kong and Macau Special Administrative Regions), Belarus, Myanmar (Burma), Cote d'Ivoire (Ivory Coast), Cuba, the Democratic Republic of Congo, the Democratic People's Republic of Korea (North Korea), Iran, Iraq, Libya, Mali, Nicaragua, Somalia, Sudan, Syria, Yemen, Zimbabwe, the Crimea and Sevastopol region, the non-government controlled areas of the Donetsk, Luhansk, Kherson and Zaporizhzhia oblasts of Ukraine, or any other state, country, territory or region that is the subject of comprehensive sanctions administered or enforced by the United States, the United Kingdom or the European Union.

1.8 **Feature-level restrictions.** Certain features of the Interface are not made available in certain jurisdictions in addition to the Prohibited Localities. We may add to, remove or vary those restrictions at any time, with or without notice. Nothing in these Terms obliges us to make the Interface, or any feature of it, available in any jurisdiction or to any person.

1.9 **Non-circumvention.** You must not use any software, hardware or networking technique, including a virtual private network, proxy, remote desktop, false declaration of residence, or any other means of disguising or interfering with your internet protocol address or location, for the purpose of circumventing or attempting to circumvent these Terms or any restriction described in clauses 1.7 or 1.8.

1.10 **Export controls.** You represent and warrant that you are not subject to, and that your access to and use of the Interface will not cause you or us to breach, any export control, import, customs or economic sanctions law applicable to you, and that you will not export, re-export, transfer or otherwise make available the Interface or any of its contents to any person or in any jurisdiction in breach of any such law.

2. Compliance, Screening and Information Requests

2.1 The Interface may not be available or appropriate for use in all jurisdictions. By accessing or using the Interface, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liability or violation of law or regulation that may arise in connection with your access to or use of the Interface, and that we are not liable in any respect for any failure by you to comply with any applicable law or regulation.

2.2 **Screening.** We may, in our sole discretion and using our own systems or those of third-party providers, screen blockchain addresses, transactions and internet protocol addresses interacting with the Interface against sanctions lists, blockchain analytics data and other risk indicators, and may restrict, suspend or block access by any address or person as a result. We are not obliged to explain any such decision.

2.3 **Know Your Customer and Anti-Money Laundering checks.** We reserve the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on you if deemed necessary by us in our sole discretion. Nothing in these Terms obliges us to conduct any such check, and we accept no responsibility to you for conducting, or for not conducting, any such check. Upon our request, you shall promptly provide us with such information and documents as we in our sole discretion deem necessary or appropriate to conduct those checks, which may include passports, driving licences, utility bills, photographs, government identification cards, source of funds or source of wealth information, or sworn statements before notaries or equivalent professionals. Notwithstanding anything in these Terms, we may in our sole discretion refuse to provide access to the Interface until the requested information is provided, or where, based on information available to us, you are suspected of using the Interface or any Protocol in connection with money laundering, terrorism financing, sanctions evasion, fraud, market abuse or any other illegal activity.

2.4 **Disclosure to authorities.** We may use any lawful means to prevent money laundering, terrorism financing, sanctions evasion or other illegal activity, including blocking your access to the Interface and providing information relating to you to any regulatory, law enforcement or governmental authority, or to any third-party service provider engaged by us for compliance purposes, in each case as we consider appropriate and to the extent permitted by applicable law.

2.5 **Tax.** You are solely responsible for determining, reporting and paying any tax applicable to your access to or use of the Interface and to any transaction you enter into. We do not provide tax advice. We may be required by applicable law to collect and report information relating to you or your transactions to a tax authority, and you shall provide such information as we reasonably request for that purpose.

3. Access to the Interface

3.1 We reserve the right to disable, suspend, restrict or limit access to the Interface, in whole or in part, at any time, including in the event of any breach of the Terms and including where we believe in our sole discretion that you fail at any time to satisfy the eligibility requirements set out in the Terms. We further reserve the right to limit or restrict access to the Interface by any person or entity, or within any geographic area or legal jurisdiction, at any time and in our sole discretion. We will not be liable to you for any loss or damage you may suffer as a result of or in connection with the Interface being inaccessible to you at any time or for any reason.

3.2 **Third-party dependencies.** The Interface and the Protocols may rely on or use a variety of third-party services or software, including oracles and price feeds, remote procedure call and node providers, indexers, relayers, decentralised storage services, wallet providers, analytics tools and payment service providers. The Interface and the Protocols may therefore be

adversely affected by risks relating to those services or software, including technical interruption, network congestion or failure, security vulnerability, cyberattack, data error and malicious activity. Access to the Interface or a Protocol may become degraded or unavailable during periods of significant volatility or volume, which may result in an inability to interact with third-party services for periods of time and in support response delays.

3.3 **No guarantee of settlement.** Transaction ordering, inclusion, priority and settlement are determined by the relevant blockchain network and its participants, and not by us. You acknowledge that you may be exposed to slippage, adverse price movement between quotation and settlement, partial fills, failed or reverted transactions, network fee volatility and value extraction by other network participants. We do not guarantee that any transaction you construct through the Interface will be confirmed, will be confirmed at any particular price, or will be confirmed within any particular time, and we cannot cancel, reverse, amend or recover any transaction once submitted to a blockchain network.

3.4 **Changes to the Interface.** We may add, modify, suspend or discontinue any feature of the Interface, or any support for any Protocol, digital asset or blockchain network, at any time and without notice or liability. We are under no obligation to provide, maintain, update, support or monitor the Interface, to make it available at any particular time or to any particular standard of performance, or to review, screen or moderate any content, transaction or user, and we do not undertake to do so.

4. Your Use of the Interface

4.1 By using or accessing the Interface, you represent and warrant that you understand that there are inherent risks associated with digital assets and their underlying technologies, including cryptography and blockchain, and you agree that the Company is not responsible for any loss or damage associated with those risks. You specifically acknowledge and agree that the Interface facilitates your interaction with decentralised networks and technology and that, as such, we have no control over any blockchain network or digital asset, cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain, and have no ability to effect any cancellation or modification request in respect of any of your interactions.

4.2 Without limiting the foregoing, you specifically understand and acknowledge that:

(a) pricing, quotation, routing, yield, valuation and analytics information provided through the Interface does not represent an offer, a solicitation of an offer, or any advice regarding or recommendation to enter into a transaction, and is provided by third parties or calculated for informational purposes only;

(b) the Interface does not act as an agent, broker, dealer, adviser, fiduciary or trustee for you or for any other user;

(c) the Company does not own or control the underlying software through which blockchain networks are formed, or through which any Protocol operates, and is therefore not responsible for them or their operation; and

(d) although it is intended to provide accurate and timely information, the Interface and any related tool may not always be entirely accurate, complete or current, and may include technical inaccuracies or typographical errors. You should verify all information before relying on it, and all decisions based on information made available through the Interface or any related tool are your sole responsibility.

4.3 **Prohibited conduct.** You agree that you will not use the Interface in a manner that:

(a) breaches the Terms;

(b) infringes or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;

(c) seeks to interfere with or compromise the integrity, security or proper functioning of any computer, server, network, personal device or other information technology system, including, but not limited to, the deployment of viruses or denial of service attacks;

(d) attempts in any manner to obtain the private key, seed phrase, password, account or other security information of any other user, including in respect of a digital wallet;

(e) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Interface, save to the extent such restriction is prohibited by applicable law;

(f) uses any robot, spider, scraper, automated means or interface not provided by us to access the Interface, extract data from it, or interfere with its operation, other than in accordance with any developer or application programming interface terms we publish;

(g) seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;

(h) violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing, layering, front-running and wash trading;

(i) violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including, but not limited to, the restrictions and regulatory requirements imposed by U.S. law;

(j) transmits, exchanges or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity; or

(k) contributes to or facilitates any of the foregoing activities.

4.4 **Provision of software only.** We provide you with an interface and software only. We do not control your interactions with any blockchain network or Protocol, and we do not encourage you to perform any particular interaction. Any interaction performed by you through the Interface remains your sole responsibility.

4.5 **No advice.** All information provided in connection with your access to or use of the Interface is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information made available through the Interface or otherwise made available by us at any time, including blog posts, articles, links to third-party content, news feeds, tutorials, social media posts and videos. Before you make any financial, legal, tax or other decision involving the Interface, you should seek independent professional advice from a person licensed and qualified in the relevant area.

4.6 **No fiduciary duty.** The Terms are not intended to, and do not, create or impose any fiduciary duty on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duty or liability to you or any other party and that, to the extent any such duty or liability may exist at law or in equity, it is irrevocably disclaimed, waived and eliminated. You further agree that the only duties and obligations that we owe you are those expressly set out in the Terms.

4.7 **Nature of the Protocols.** You understand that smart contract protocols such as the Protocols comprise sets of autonomous blockchain-based smart contracts deployed on the relevant blockchain network and operated directly by users calling functions on them, which allows those users to interact with other users in a multi-party, peer-to-peer manner. There is no further control by, or interaction with, the entity which originally deployed the smart contracts, which entity functions solely as a provider of technical tools, is not offering any securities product or regulated service, and does not hold any user asset in custody. Any reward earned through user interactions arises solely out of the user's involvement in the relevant Protocol and the risk that user takes in interacting with other users and with the ecosystem.

5. Non-Custodial Nature of the Interface and the Protocols

5.1 The Interface and the Protocols are non-custodial in nature. Neither holds nor controls your digital assets. Any digital asset you may acquire through use of the Interface or a Protocol will be held and administered solely by you through your wallet, and we shall have no access to, or responsibility in respect of, that wallet or any digital asset held in it.

5.2 **Your wallet.** It is solely your responsibility to select the wallet or wallet service provider you use, and your use of that wallet will be subject to the terms of use and privacy policy of its provider. We neither own nor control your selected wallet service, the relevant blockchain network, or any other third-party site, product or service you may access, visit or use in connection with the Interface or a Protocol. We will not be liable for the acts or omissions of any such third party, nor for any damage you may suffer as a result of your transactions or other interactions with any such third party.

5.3 **Self-custodial wallets.** Where the Interface enables you to create, access or use a wallet provisioned by a third-party wallet infrastructure provider (a "Self-Custodial Wallet"), that Self-Custodial Wallet is made available to you by that provider under its own terms, which you must accept separately. You retain sole control of the digital assets held in a Self-Custodial Wallet. Neither we nor, save as expressly provided in its own terms, the relevant provider holds those assets on your behalf, as your agent, or on trust for you. We do not hold, and are not able to access or reconstruct, your private keys, key shares, recovery material or authentication credentials, and we are not able to recover, freeze, move or reverse any transaction in respect of a Self-Custodial Wallet. Where you authorise a session key, delegated signing permission, spending approval or automated instruction in connection with your wallet, you do so at your own risk, you remain responsible for its scope and duration, and you are responsible for revoking it.

5.4 **No hosted wallet and no regulated services.** We will not create a hosted or custodial wallet for you or otherwise custody digital assets on your behalf, and it is your sole responsibility to maintain the security of your selected wallet, credentials and devices. Neither the Company, the Interface nor any Protocol provides any digital asset exchange, brokerage, dealing, arranging, advisory, custody, safekeeping, money transmission, payment, money services, lending, deposit-taking, staking-as-a-service, portfolio management or fund management service, and we are not a party to, counterparty to, or guarantor of any transaction between you and any other user, liquidity provider, issuer or Protocol.

5.5 **Release.** You irrevocably waive, release and discharge all claims, whether known or unknown to you, against us, our affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives, relating to your use of any wallet software, any associated loss of digital assets, any transaction failure, or any other defect arising in the course of your use of your wallet, including any loss which may arise as a result of any failure of the Interface or of any Protocol.

5.6 If you choose to engage in transactions with other users through the Interface or a Protocol, those decisions and transactions, and any consequence flowing from them, are your sole responsibility. In no event shall the Company, its affiliates or their respective directors or employees be responsible or liable to you or anyone else, directly or indirectly, for any damage or loss arising from or relating to any interaction or continued interaction with the Interface or a Protocol, or in reliance on any information provided on the Interface, including any loss directly or indirectly resulting from an error in, omission from, or alteration to any such information.

6. Third-Party Payment, On-Ramp and Off-Ramp Services

6.1 The Interface may make available services enabling you to purchase digital assets using fiat currency, to sell digital assets for fiat currency, or to make card, bank transfer or other payments in connection with a transaction (together, "Payment Services"). All Payment Services are provided by third-party payment service providers, banks, card acquirers, issuers or money services businesses (each a "Payment Provider"), and not by the Company.

6.2 **Separate contract.** Payment Services are provided to you directly by the relevant Payment Provider under a separate contract between you and that Payment Provider, and are subject to that Payment Provider's terms of service, privacy policy and customer due diligence requirements, which you must review and accept. We are not a party to that contract.

6.3 **Our role.** The Company does not receive, hold, transmit, exchange, convert or disburse fiat currency, does not issue or hold any payment account or electronic money, and does not act as a money transmitter, payment institution, electronic money institution, money services business, remittance provider or agent of any Payment Provider or of you. Any reference to a Payment Provider or a Payment Service in the Interface is provided for your convenience only and does not constitute an endorsement, recommendation or warranty in respect of that Payment Provider or Payment Service.

6.4 **Provider decisions.** The relevant Payment Provider is solely responsible for conducting customer due diligence, identity verification, sanctions screening and transaction monitoring in respect of Payment Services, and for deciding whether to accept, decline, delay, limit, suspend, reverse or refund any payment. Transaction limits, fees, spreads, foreign exchange rates and settlement times are set by the Payment Provider and not by us.

6.5 **Complaints, refunds and chargebacks.** Any query, complaint, refund request, dispute or chargeback in respect of a Payment Service must be raised with the relevant Payment Provider. We have no ability to process, adjudicate, refund or reverse any fiat payment. You acknowledge that a blockchain transaction is final and irreversible once confirmed, that the reversal, chargeback or refund of a fiat payment does not reverse the corresponding blockchain transaction, and that you remain liable to the relevant Payment Provider in respect of any amount so reversed.

6.6 **No liability.** To the fullest extent permitted by law, we shall have no liability to you for any act or omission of any Payment Provider, including any delay, decline, error, suspension, reversal, loss of funds, data breach or insolvency.

7. Digital Assets, Tokenised Assets and Third-Party Issuers

7.1 The Interface may reference, display, index, quote or route transactions in digital assets issued or deployed by third parties, including digital assets which purport to represent, track, be backed by or derive their value from equities, funds, commodities, currencies, debt instruments, credit, or other real-world or off-chain assets (each a "Tokenised Asset").

7.2 **No endorsement.** We do not issue, sponsor, underwrite, promote, endorse, guarantee, verify, audit or assume responsibility for any digital asset, Tokenised Asset, issuer, sponsor, custodian, administrator, attestation provider or Protocol referenced through the Interface. The listing, indexing, display, verification labelling or routing of any asset through the Interface is not a recommendation, an investment or trading signal, or a representation as to that asset's legality, quality, backing, collateralisation, redeemability, regulatory status or value.

7.3 **Rights against the issuer only.** A Tokenised Asset is a separate instrument from the asset it references. Any right you have in respect of a Tokenised Asset is a right against its issuer or another third party, on the terms published by that person, and not against the Company. Unless the issuer's terms expressly provide otherwise, you have no legal or beneficial title to, and no shareholder, voting, dividend, distribution, interest, redemption, tender, pre-emption, information or creditor right in respect of, any referenced asset. You are solely responsible for reviewing the issuer's terms, disclosures and risk warnings before acquiring any Tokenised Asset.

7.4 **Divergence and failure risk.** A Tokenised Asset may trade at a price materially different from the referenced asset; may not reflect corporate actions, dividends, distributions, splits, mergers, delistings or trading halts affecting the referenced asset; may be available for trading at times when the referenced market is closed; may become illiquid, unsupported, non-transferable or non-redeemable; and may lose all of its value, including as a result of the failure, insolvency, fraud or regulatory intervention in respect of its issuer, custodian or any intermediary.

7.5 **Regulatory characterisation.** A digital asset or Tokenised Asset may constitute a security, unit in a collective investment scheme, derivative, deposit, e-money or other regulated instrument under the law of one or more jurisdictions, including yours. You are solely responsible for determining whether your acquisition, holding, transfer or disposal of any such asset is lawful for you and whether it triggers any registration, licensing, disclosure, reporting or tax obligation on your part. Nothing made available through the Interface constitutes an offer or sale of a security or financial instrument by the Company, or the provision by the Company of any regulated financial service.

8. Risk Disclosures

8.1 You should not acquire or hold any digital asset unless you are able to bear the total loss of its value. Prices are highly volatile and are affected by factors including adoption, speculation, technology, security incidents, market manipulation and regulation.

8.2 The Protocols and the Interface depend on software which may contain bugs, defects or vulnerabilities. You may lose value as a result of smart contract failure, exploit or economic attack, oracle or price feed failure or manipulation, network congestion, outage, reorganisation or fork, validator or sequencer misbehaviour, key compromise, phishing, malicious front ends, spoofed or counterfeit tokens, and failure of any third-party dependency. Any audit, formal verification, bug bounty, verification label or security review in respect of the Interface or a Protocol is not a guarantee that it is free from defect or vulnerability.

8.3 The legal and regulatory treatment of digital assets, decentralised protocols and tokenised instruments is uncertain and changing. A change in law, regulation, regulatory interpretation or enforcement posture may result in the Interface, a feature of it, a Protocol or an asset becoming restricted, unsupported or unlawful for you to access, without notice.

8.4 No deposit guarantee, investor compensation, client asset protection, financial ombudsman or similar scheme applies to your use of the Interface or the Protocols, or to any digital asset you

acquire. The Company is not authorised, licensed, registered or supervised as a financial institution by any regulator in any jurisdiction, save as expressly stated by us in writing.

9. Intellectual Property Rights

9.1 We own or license all intellectual property and other rights in the Interface and its contents, including software, text, images, trade marks, service marks, copyright, patents, database rights and designs. Unless expressly authorised by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, mirror, frame or otherwise permit any third party to access or use the Interface or any of its contents. Accessing or using the Interface does not constitute a grant to you of any proprietary intellectual property or other right in the Interface or its contents.

9.2 **Licence to you.** If (a) you satisfy all of the eligibility requirements set out in the Terms and (b) your access to and use of the Interface complies with the Terms, you are granted a single, personal, limited licence to access and use the Interface. That licence is non-exclusive, non-transferable, non-sublicensable and freely revocable by us at any time, without notice or cause, in our sole discretion. Use of the Interface for any purpose not expressly permitted by the Terms is strictly prohibited.

9.3 **Open source.** Where any component of the Interface, or of any Protocol, is made available by us under a separate open source or other licence, that licence governs your use of that component to the extent of any inconsistency with this clause 9.

9.4 **Your content.** You retain ownership of all intellectual property and other rights in any information or material you submit through the Interface. You represent and warrant that any information or material you submit does not infringe the rights of any person and does not breach any applicable law. By submitting such information or material, you grant us a worldwide, royalty-free, irrevocable, sublicensable and transferable licence to use, copy, distribute, publish, display and transmit it in any manner in accordance with applicable law and the Privacy Policy.

9.5 **Feedback.** You may submit comments, bug reports, ideas or other feedback about the Interface ("Feedback"). By submitting Feedback you agree that we are free to use it at our discretion and without compensation to you, and to disclose it to third parties, whether on a non-confidential basis or otherwise. To the extent necessary under applicable law, you grant us a perpetual, irrevocable, non-exclusive, transferable, sublicensable, worldwide licence under all rights necessary for us to incorporate and use your Feedback for any purpose.

9.6 **Infringement and takedown.** Where you use any intellectual property in a manner which infringes the rights of any person, including by unauthorised incorporation of it in any project, protocol, code or digital asset, we reserve the sole discretion to effect the takedown or delisting of that project, protocol, code or digital asset, or of the underlying intellectual property, at any time and without notice, compensation or payment to you. Without prejudice to our other remedies, you shall indemnify the Company and its officers, directors, employees, contractors, agents, affiliates and subsidiaries against all claims, damages, obligations, losses, liabilities, costs and expenses arising from that infringement.

10. Indemnification

10.1 You agree to hold harmless, release, defend and indemnify us and our officers, directors, employees, contractors, agents, affiliates and subsidiaries against all claims, damages, obligations, losses, liabilities, costs and expenses (including reasonable legal and other professional fees) arising from or relating to:

(a) your access to or use of the Interface or any Protocol;

(b) your violation of these Terms, of the rights of any third party, or of any applicable law, rule or regulation;

(c) your breach of the terms of any Payment Provider, wallet provider or issuer, including any chargeback, reversal or unpaid amount;

(d) any tax payable by, or assessed against, you in respect of any transaction; and

(e) any other party's access to or use of the Interface with your assistance or using any device, wallet or account that you own or control.

10.2 **Conduct of claims.** We may, at your expense, assume the exclusive defence and control of any matter subject to indemnification under clause 10.1, and you shall cooperate with us in that defence. You may not settle any such matter, or make any admission of liability in respect of it, without our prior written consent. Your obligations under this clause 10 are in addition to, and do not limit, any other right or remedy available to us.

11. Disclaimers

11.1 You understand and agree that the Interface enables access to online, decentralised and autonomous protocols, environments and networks that are not controlled by the Company. We do not have access to your private key and cannot initiate an interaction with your digital assets or otherwise access them. We are not responsible for any activity you engage in when using your wallet or the Interface.

11.2 We cannot and do not represent or guarantee that any information made available through the Interface is accurate, reliable, current, complete or appropriate for your needs. Information displayed through the Interface, including information about prices, is provided by third parties or calculated for informational purposes. Your use of any third-party script, indicator, idea or other content is at your sole risk.

11.3 You expressly understand and agree that your use of the Interface is at your sole risk. We make no representation or warranty of any kind, and expressly disclaim all representations and warranties, express, implied or statutory, and, with respect to the Interface and the code, whether proprietary or open source, we specifically do not represent or warrant and expressly disclaim any representation or warranty, express, implied or statutory, including any representation or warranty of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to workmanship or technical coding, or as to the absence of any defect, whether latent or patent. We do not represent or warrant that the Interface, the code or any related information is accurate, complete, reliable, current or error-free. The Interface is provided on an "as is" and "as available" basis, without warranty of any kind.

11.4 You acknowledge that no advice, information or statement made by us should be treated as creating any warranty concerning the Interface. We do not endorse, guarantee or assume responsibility for any advertisement, offer or statement made by a third party concerning the Interface. You acknowledge that the Company is not responsible for transferring, safeguarding or maintaining your private keys or any digital asset associated with them, that if you lose, mishandle or have stolen the private keys associated with a digital asset you may be unable to recover it, and that the Company is not responsible for such loss. You acknowledge that the Company is not responsible for any loss, damage or liability arising from your failure to comply with the Terms.

11.5 By accessing and using the Interface, you represent that you understand that (a) the Interface facilitates access to the Protocols, the use of which carries many inherent risks, and (b) cryptographic and blockchain-based systems carry inherent risks to which you are exposed when using the Interface. You further represent that you have a working knowledge of the usage and intricacies of blockchain-based digital assets, including the token standards applicable to each blockchain network you access through the Interface. You further understand that the markets for blockchain-based digital assets are highly volatile, and that the cost and speed of transacting with blockchain-based systems are variable and may change drastically at any time. You acknowledge and agree that we are not responsible for any of those variables or risks, cannot be held liable for any resulting loss you experience while accessing or using the Interface, and that you assume full responsibility for all of the risks of accessing and using the Interface to interact with the Protocols.

11.6 The Interface may contain references or links to third-party resources, including information, materials, products or services, that we do not own or control. Third parties may also offer promotions related to your access to or use of the Interface. We do not endorse or assume any responsibility for any such resource or promotion. If you access any such resource or participate in any such promotion, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationship with any third party. You expressly relieve us of any and all liability arising from your use of any such resource or participation in any such promotion.

12. Limitation of Liability

12.1 Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential or exemplary damages, including damages for loss of profits, loss of trading or investment opportunity, loss of goodwill, loss of use, loss of data or loss of other intangible property, arising out of or relating to any access to or use of the Interface, nor shall we be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorised access to or use of the Interface, or from any access to or use of any information obtained by any unauthorised access to or use of the Interface.

12.2 We assume no liability or responsibility for any: (a) error, mistake or inaccuracy of content; (b) personal injury or property damage of any nature resulting from any access to or use of the Interface; (c) unauthorised access to or use of any secure server or database in our control, or the use of any information or data stored in it; (d) interruption or cessation of function related to the Interface; (e) bug, virus, trojan horse or the like that may be transmitted to or through the Interface; (f) error or omission in, or loss or damage incurred as a result of the use of, any content made available through the Interface; and (g) defamatory, offensive or illegal conduct of any third party.

12.3 **Aggregate cap.** Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates or subsidiaries be liable to you for any claim, proceeding, liability, obligation, damage, loss or cost in an aggregate amount exceeding the greater of (a) the total amount of fees you paid to us in exchange for access to and use of the Interface in the twelve months preceding the event giving rise to the liability, and (b) US$100. This limitation applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, and even if we have been advised of the possibility of such liability.

12.4 **Mandatory liability.** Nothing in these Terms excludes or limits any liability which cannot lawfully be excluded or limited, including liability for fraud or fraudulent misrepresentation. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages, and accordingly some of the disclaimers and

limitations set out in the Terms may not apply to you. Each limitation and exclusion in the Terms applies to the fullest extent permitted by law.

13. Suspension and Termination

13.1 We may terminate the licence granted in clause 9.2 and your access to the Interface, in whole or in part, at any time, with or without notice and in our sole discretion, including where we believe you have breached the Terms or where continued provision of access would expose us to legal, regulatory or reputational risk.

13.2 You may terminate these Terms at any time by ceasing all access to and use of the Interface. Termination does not affect your ability to interact directly with any Protocol, which is permissionless and outside our control, nor does it affect any accrued right, remedy, obligation or liability of either party.

14. Governing Law, Arbitration and Class Action Waiver

14.1 **Governing law.** These Terms, and any dispute, claim or controversy arising out of or in connection with them, their subject matter or their formation (including non-contractual disputes or claims) (each a "Dispute"), are governed by and shall be construed in accordance with the laws of the British Virgin Islands, without regard to principles of conflict of laws.

14.2 **Binding arbitration.** Except for a Dispute in which either party seeks to bring an individual action in a small claims court, or seeks injunctive or other equitable relief in respect of the alleged unlawful use of copyright, trade marks, trade names, logos, trade secrets or patents, you and the Company: (a) waive the right to have any Dispute resolved in a court; and (b) waive any right to a jury trial. Instead, you and the Company agree to resolve any Dispute that is not resolved informally under clause 14.4 by binding arbitration, being the referral of the Dispute to a person charged with reviewing it and making a final and binding determination to resolve it, instead of having it decided by a judge or jury in court.

14.3 **Rules and seat.** Any Dispute which is not excluded from arbitration under clause 14.2 shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (the "LCIA Rules"), which are deemed incorporated by reference into this clause 14 to the extent they are consistent with it. The seat of the arbitration shall be London, United Kingdom, the tribunal shall consist of one arbitrator, and the language of the arbitration shall be English.

14.4 **Informal resolution.** Before commencing arbitration, you must notify the Company in writing of any Dispute within thirty (30) days of it arising, so that the parties can attempt in good faith to resolve it informally. This clause imposes no obligation on the Company and is not a condition precedent to any claim brought by the Company. Notice to the Company shall be given by email to support@gum.ag. Your notice must include (a) your name, postal address and email address, (b) a description of the nature and basis of the Dispute, and (c) the specific relief you seek. If the Dispute is not resolved within thirty (30) days of the Company receiving the notice, either party may commence arbitration.

14.5 **Limitation period.** You agree that any arbitration or claim you bring must be commenced or filed within one (1) year after the Dispute arose, failing which the claim is permanently barred, to the fullest extent permitted by applicable law.

14.6 **No class, collective or representative proceedings.** You and the Company agree that any Dispute is personal to you and the Company and shall be resolved solely through individual arbitration, and shall not be brought as a class arbitration, class action, collective action or any other type of representative proceeding. Neither party agrees to class arbitration, or to an

arbitration in which a person attempts to resolve a Dispute as a representative of another person or of a group of persons. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party.

14.7 **Authority of the arbitrator.** As limited by these Terms and the applicable arbitration rules, the arbitrator shall have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, and (b) the authority to grant any remedy that would otherwise be available in court. The arbitrator may conduct only an individual arbitration and may not consolidate more than one person's claims, preside over any class or representative proceeding, or preside over any proceeding involving more than one person.

14.8 **Award and enforcement.** Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

14.9 **Severability of this clause.** If the waiver in clause 14.6 is held unenforceable in respect of any Dispute or part of a Dispute, that Dispute or part shall be severed from the arbitration and determined exclusively by the courts of the British Virgin Islands, and the remainder of this clause 14 shall continue to apply in full to all other Disputes. If any other part of this clause 14 is held unenforceable, it shall be severed and the remainder of this clause 14 shall continue in full force and effect.

15. Miscellaneous

15.1 **Changes.** We may amend any portion of these Terms at any time by posting the revised version with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use or access the Interface after the initial posting of the revised Terms, and shall apply on a going-forward basis to your use of the Interface, including any transaction initiated after the posting date. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Interface.

15.2 **Privacy Policy.** The Privacy Policy describes the ways in which we collect, use, store and disclose your personal information. You agree to the collection, use, storage and disclosure of your data in accordance with the Privacy Policy.

15.3 **Entire agreement.** These Terms, including any additional term, rule or condition of participation posted on the Interface and the Privacy Policy, constitute the entire agreement between you and the Company with respect to the Interface and supersede any prior agreement, oral or written.

15.4 **Assignment.** We may assign, novate or transfer any of our rights or obligations under these Terms, in whole or in part, to any affiliate or successor, or in connection with any merger, reorganisation or sale of assets, without your consent and without notice. You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent.

15.5 **No waiver.** No failure or delay by us in exercising any right or remedy under these Terms shall operate as a waiver of that or any other right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise of it.

15.6 **Force majeure.** We shall not be liable for any failure or delay in performance, or for any unavailability of the Interface, resulting from any cause beyond our reasonable control, including act of God, natural disaster, epidemic, war, armed conflict, civil disturbance, act of terrorism, act of government or regulator, change in law, industrial action, failure of any utility, telecommunications, internet, cloud or hosting service, failure or congestion of any blockchain network, cyberattack, and failure of any third-party service provider.

15.7 **No third-party rights.** These Terms do not confer any right or benefit on any person other than you and the Company, save that each of our officers, directors, employees, contractors, agents, affiliates and subsidiaries may enforce any provision of these Terms which is expressly for their benefit.

15.8 **Relationship of the parties.** Nothing in these Terms creates any partnership, joint venture, agency, employment, trust or fiduciary relationship between you and the Company.

15.9 **Severability.** If any provision of these Terms is determined to be invalid or unenforceable under any rule, law or regulation of any governmental authority, that provision shall be changed and interpreted so as to accomplish its objectives to the greatest extent possible under applicable law, and the validity or enforceability of the remaining provisions shall not be affected. If such construction is not possible, the invalid or unenforceable portion shall be severed from these Terms and the remainder shall remain in full force and effect.

15.10 **Survival.** Upon termination of these Terms for any reason, all rights and obligations of the parties that by their nature are continuing shall survive, including clauses 2, 4.5, 4.6, 5, 7, 8, 9, 10, 11, 12, 14 and 15.

15.11 **English language.** Notwithstanding any other provision of these Terms, any translation of these Terms is provided for your convenience only. The meaning of each term, condition and representation is subject to its definition and interpretation in the English language. In the event of conflict or ambiguity between the English language version and any translated version, the English language version prevails. You acknowledge that you have read and understood the English language version of these Terms.

15.12 **Headings.** Headings are for convenience only and do not affect the interpretation of these Terms.

15.13 **Contact.** If you have any question, claim, complaint or suggestion, please contact us at support@gum.ag.

15.14 **Notices and electronic communications.** You consent to receive all notices and other communications from us in electronic form, including by posting on the Interface, by in-interface message, or by email to any address you have provided to us. A notice posted on the Interface is deemed received when posted, and a notice sent by email is deemed received when sent. You must notify us promptly if any information you have provided to us ceases to be accurate.