STRUCTURE OF THESE TERMS

THESE TERMS OF USE ARE STRUCTURED INTO MULTIPLE SECTIONS AND APPLY TO THE USE OF THE P2P WIDGET (THE "WIDGET"), INCLUDING ALL SERVICES AND FUNCTIONALITIES MADE AVAILABLE THROUGH IT.

GENERAL TERMS (PP. 1–14) APPLY TO ALL PRODUCTS AND FEATURES ACCESSIBLE VIA THE WIDGET, UNLESS EXPRESSLY SUPERSEDED BY SEPARATE PRODUCT-SPECIFIC TERMS. THESE GENERAL TERMS ESTABLISH THE BASELINE LEGAL FRAMEWORK GOVERNING YOUR ACCESS TO AND USE OF ANY PART OF THE WIDGET AND REMAIN APPLICABLE TO ALL SERVICES, UNLESS OTHERWISE PROVIDED.

AS OF THE DATE OF PUBLICATION, THE FOLLOWING PRODUCT-SPECIFIC TERMS HAVE BEEN INCORPORATED:

TERMS GOVERNING YOUR INTERACTION WITH LENDING PROTOCOLS THROUGH THE WIDGET VIA A PROXY SMART CONTRACT (THE "LENDING PROXY TERMS") (PP. 17–30).

TERMS GOVERNING YOUR INTERACTION WITH VARIOUS DEFI PROTOCOLS AND PLATFORMS THROUGH THE WIDGET WITHOUT THE USE OF A PROXY SMART CONTRACT (THE "DEFI TERMS") (PP. 31–44).

ADDITIONAL TERMS MAY BE INTRODUCED FROM TIME TO TIME TO GOVERN OTHER FUNCTIONALITIES OR INTEGRATIONS AVAILABLE THROUGH THE WIDGET. EACH SET OF PRODUCT-SPECIFIC TERMS SHALL APPLY IN ADDITION TO THE GENERAL TERMS, AND MAY PREVAIL IN THE EVENT OF ANY EXPRESS CONTRADICTION.

YOU ARE REQUIRED TO REVIEW BOTH THE GENERAL TERMS AND THE TERMS APPLICABLE TO EACH PRODUCT OR FUNCTIONALITY YOU USE VIA THE WIDGET. IF YOU HAVE ANY QUESTIONS OR REQUIRE CLARIFICATION REGARDING THE SCOPE OR APPLICABILITY OF THESE TERMS, PLEASE CONTACT THE P2P TEAM AT INFO@P2P.ORG.

FOR FURTHER DETAILS, PLEASE PROCEED TO THE RESPECTIVE SECTIONS OF THESE TERMS.

GENERAL TERMS

PLEASE READ THESE TERMS OF USE CAREFULLY. NOTE THAT THESE TERMS OF USE CONTAIN A BINDING ARBITRATION CLAUSE AND A REPRESENTATIVE WHICH AFFECT YOUR LEGAL ACTION WAIVER, RIGHTS. THE USE OF THE SERVICES INVOLVES SIGNIFICANT RISKS, WHICH ARE DESCRIBED HEREIN. BY USING THE SERVICES, YOU CONFIRM THAT YOU HAVE **FULLY** UNDERSTOOD **THESE TERMS** READ AND **OF** USE OF THE SERVICES CONSTITUTES YOUR FULL ACCEPTANCE OF THESE TERMS.

ONCE YOU HAVE SIGNED AND SEND ANY TRANSACTION RELATED TO YOUR CRYPTOCURRENCY, YOU MAY NOT WITHDRAW IT, AND NO REWARDS WILL BE GENERATED ACCORDINGLY.

1. Agreement to Terms

These Terms of Use (or "Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "User") and P2P Staking ("P2P Staking," "P2P", "we," "us," or "our"), concerning your access to and use of the https://p2p.org/ website and all associated domains (the "Site") as well as any other media form, media channel, widgets (including https://widget.p2p.org/), mobile website, applications, digital services, validation services, or any other types of Services provided by us (collectively, the "Services", separately for specific Service – "Parts of the Services").

BY USING THE SITE AND/OR THE SERVICES OR THE PARTS OF THE SERVICES, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE AND/OR THE SERVICES OR THE PARTS OF THE SERVICES. P2P STAKING RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND, CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS OF USE AT ANY TIME. IT IS YOUR RESPONSIBILITY TO CHECK THESE TERMS OF USE PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THE SITE AND/OR THE SERVICES OR THE PARTS OF THE SERVICES FOLLOWING THE PUBLISHED UPDATES TO THE TERMS WILL MEAN THAT YOU ACCEPT AND AGREE TO THE CHANGES. AS LONG AS YOU AGREE AND COMPLY WITH THESE TERMS OF USE, P2P STAKING GRANTS YOU A PERSONAL, NON-EXCLUSIVE, NON-TRANSFERABLE, LIMITED PRIVILEGE TO ENTER AND USE THE SITE AND THE SERVICES OR PARTS OF THE SERVICES.

IF ANY OTHER TERMS, CONDITIONS, AGREEMENTS, OR RULES BETWEEN YOU AND US APPLY TO THE SERVICES OR PARTS OF THE SERVICES IN ACCORDANCE WITH THE PROVISIONS OF ANY OTHER TERMS, SUCH TERMS, CONDITIONS, AGREEMENTS, OR RULES SHALL PREVAIL OVER THESE TERMS OF USE.

FOR THE AVOIDANCE OF DOUBT, ANY OTHER TERMS, CONDITIONS, AGREEMENTS, OR RULES BETWEEN YOU AND US WILL REFER TO THOSE TERMS, CONDITIONS, AGREEMENTS, OR RULES PUBLISHED BY P2P OR ENTERED INTO BETWEEN P2P AND THE USER.

2. Definitions

2.1

"Blockchain" means a distributed digital ledger that is not under the control of a single identifiable or discreet individual or entity and where accounts (including units of account contained in them) cannot be manipulated without providing a user's specific private key.

2.2

"Cryptocurrency" or "Cryptocurrencies" refers to distributed, decentralized peer-to-peer digital currencies that are tracked by a Blockchain.

2.3

"User Data" means all data, files, and information that the User provides to P2P Staking in the course of using the Services or the Parts of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption. Note that any information posted to a public Blockchain is accessible to the public, and you should not expect confidentiality nor a guarantee against reproduction for such data (whether or not in connection to our Services or the Parts of the Services). Please refer to our Privacy Policy for information about how we collect, use, and share your information.

2.4

"User Funds" means the Cryptocurrencies controlled by the User, which were non-custodially delegated to P2P Staking for Validation or otherwise are deemed as such in accordance with the terms applicable to the Parts of the Services.

2.5

"Validator Rewards" means all Cryptocurrency generated by operating validator nodes ("Validator Nodes"), including, but not limited to, block rewards, endorser rewards, transaction fees, and any other direct payments as a result of operating a Validator Node.

"Third-Party Smart Contract Providers" means any third party that has deployed a smart contract on Blockchain and/or has the ability to modify its parameters or functionality. 2.7

"P2P Fees" means the fees charged by P2P Staking for the Services or the Parts of the Services, respectively.

3. Our Responsibilities

3.1 Validation

P2P Staking operates Validator Nodes to support the decentralized functioning of various Blockchains. P2P Staking maintains all necessary hardware, software, connectivity, technological infrastructure, management, supervision, and any other requirements to properly deploy these Validator Nodes.

3.2 Support

We aim to provide quality and timely support for each of our Services. You can email us at info@p2p.org with any questions or technical issues, and we will assist you as soon as we can.

3.3 Other Parts of the Services

We may have other responsibilities that pertain to specific Parts of the Services and are described in the corresponding terms applicable to such Parts of the Services.

4. Your Responsibilities

4.1 General Responsibilities

In using any of our Services or the Parts of the Services, you agree to take the following actions or otherwise assume any liability, responsibility, and accountability as described below.

4.2 Delegation Decisions

You have sole discretion regarding whether and how much Cryptocurrency will be designated to Validator Nodes (or validator depending on the technical terminology of the specific Blockchain). As is the nature of Blockchain systems, you are in full control of designating Cryptocurrencies and must monitor operations and relevant developments for responsible designation.

4.3 Taxes and Other Legal Obligations

You are responsible for paying any taxes related to your Cryptocurrencies, including but not limited to appreciation in value, capital gains, general income (including those from Validator Rewards), or any other taxable income. You also agree not to use our Services in any illegal manner or to support any illegal activity, and to comply with any other applicable laws or regulations regarding your use of Blockchain and Cryptocurrencies.

4.4 Malicious Behavior

You will not take any actions that may harm our systems or interfere with our ability to provide Services to you or others, except as permitted by these Terms, our systems, or our written or verbal instructions. Any attempt at unauthorized use of our private keys, interference with the functionality of our technical equipment and hardware (e.g., malware or DDoS attacks), or other malicious behavior is strictly prohibited.

4.5 Typical Risk of Blockchains and Cryptocurrencies

Your use of any Blockchain is subject to the risks and limitations associated with that Blockchain, including, but not limited to, fifty-one percent (51%) attacks, slashing, mis-addressed transactions, Sybil attacks, eclipse attacks, compromised private keys, or vulnerabilities at the "core" level. Additionally, your use of any payment method, including, where permitted, any Cryptocurrency, is at your own risk and subject to the terms, conditions, and policies of such payment Services. You agree to hold P2P Staking unaccountable for these types of risks and waive your right to litigate, arbitrate, mediate, or otherwise bring any type of claim against P2P Staking for injuries suffered due to your use of a Blockchain network or Services.

PLEASE NOTE: Specific Parts of the Services may be associated with additional risks, which are described in the corresponding terms relating to such Parts of the Services.

4.6 Representations and Warranties

You represent and warrant that:

- a. You have the legal capacity and agree to comply with these Terms of Use;
- **b.** Entering into this Agreement will not constitute a breach or violation of any other contract or agreement to which you are bound;

- c. You will not use our Services for any illegal or unauthorized purpose, and your use of the Services or the Parts of the Services will not violate any applicable law or regulation;
- **d.** You are at least 18 years of age.

5. Intellectual Property

5.1 Ownership of Intellectual Property

Unless otherwise indicated, the Site, the Services, the Parts of the Services are proprietary property of P2P Staking. All source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics on the Site, and the trademarks, Services marks, and logos contained therein (collectively, the "Content" and "Marks") are owned or controlled by us or licensed to us and are protected by copyright and trademark laws.

5.2 Use of Open-Source Code and Content

Any code or other property provided as "open-source" is subject to the rights and restrictions outlined in the accompanying license for such code or property. The Content and the Marks are provided on the Site or via our Services or the Parts of the Services "AS IS" for your informational and personal use only. Except as expressly provided in these Terms of Use, no part of the Site, Content, or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without our express prior written permission.

5.3 Feedback and Suggestions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site, the Services, the Parts of the Services (collectively, "Feedback") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Feedback submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

5.4 Submissions

Any questions, comments, suggestions, ideas, feedback, or other information regarding the Services, the Parts of the Services ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions and warrant that any such Submissions are original to you or that you have the right to submit them. You agree that there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

6. Third-Party Websites and Content

6.1 Third-Party Services

Our Services may contain links to third-party websites or Services that are not owned or controlled by P2P Staking ("**Third- Party Services**").

6.2 Disclaimer of Liability

P2P Staking has no control over and assumes no responsibility for the content, privacy policies, or practices of any Third- Party Services. You further acknowledge and agree that P2P Staking shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

For the avoidance of doubt, Third-Party Services include, but are not limited to:

- Any third-party promotions in which you may choose to participate;
- Any services from third-party providers that you choose to use in addition to our Services, including those accessible through our Site;
- For example, MEV technology (hereinafter referred to as "MEV"). MEV includes, among other things, MEV Relays, which offer blocks for signing. By using this feature, you authorize us to interact with MEV Relays on your behalf and assume full responsibility for their operations and outcomes;
- Any services from Third-Party Smart Contract Providers;
- Any interfaces, software, websites, or protocols provided by any third parties.

6.3 Third-Party Terms and Policies

We strongly advise you to review the terms and conditions and privacy policies of any third-party websites or services that you visit or use.

7. Site and Services Management

We reserve the right, but not the obligation, to:

- a. Monitor the Site and Services for violations of these Terms of Use;
- **b.** Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including, without limitation, reporting such users to law enforcement authorities;
- c. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable any of your Submissions or any portion thereof;
- **d.** Remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- e. Otherwise manage the Site and Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.

8. Modifications and Interruptions

8.1 Modifications

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason, at our sole discretion, without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue the Services or the Parts of the Services without notice at any time. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or our Services.

8.2 Interruptions

We may experience hardware, software, or other problems, or need to perform maintenance related to the Site, Services, the Parts of the Services resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site, Service, the Parts of the Services at any time or for any reason without notice to you. You agree that we shall not be liable for any loss, damage, or inconvenience caused by your inability to access or use the Site, the Service, the Parts of the Services during any downtime or discontinuance.

8.3 No Obligation to Maintain

Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site, the Services, the Parts of the Services or to supply any corrections, updates, or releases in connection therewith.

9. Disclaimer

9.1 "As Is" Provision

The Site, Services, the Parts of the Services are provided "AS IS", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.2 No Representations or Warranties

We make no warranties or representations about the accuracy or completeness of the Site's content or the content of any websites linked to the Site, and we assume no liability or responsibility for any:

- a. Errors, mistakes, or inaccuracies of content and materials;
- **b.** Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site or Services, the Parts of the Services;
- **c.** Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
- **d.** Any interruption or cessation of transmission to or from the Site or Services, the Parts of the Services:
- e. Any bugs, viruses, Trojan horses, or the like that may be transmitted to or through the Site or Services, the Parts of the Services by any third party; and
- **f.** Any errors or omissions in any content and materials, or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Site or Services, the Parts of the Services.

We may prevent, suspend, or fully terminate, in our sole discretion, your access to or use of the Site and/or the Services, the Parts of the Services or any portions thereof at any time as we may deem reasonable, including, but not limited to, if you do not comply with these Terms of Use or any applicable laws and/or regulations.

10. Miscellaneous

10.1 Entire Agreement

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

10.2 Assignment

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time.

10.3 Severability

If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

10.4 No Agency Relationship

There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or use of the Site or Services, the Parts of the Services.

10.5 No Construction Against Drafting Party

You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

11. Platform

11.1 Platform Access and Functionality

On the Site, you will be able to log in to the Platform (hereinafter referred to as the "**Platform**"), which combines some of the Services or the Parts of the Services presented on the Site and allows you to interactively view staking data, such as the number of tokens in staking and other parameters. The Platform is not any kind of investment instrument; it only has convenience functions. The Platform is also, in a legal sense, part of the Site and Service or the Parts of the Services. You and we have the same rights and obligations when using the Platform as when using the Site.

11.2 Data Accuracy and Calculations

All data presented on the Platform, whether in the form of words, numbers, graphics, or other forms, is interactive only and may not reflect the actual situation in the Blockchain. The same applies to any calculations, conclusions, comparisons, and other information indicators—all of them were obtained taking into account a certain methodology and may not correspond to results calculated using other methods. We also cannot rule out a technical error in the display and/or calculations. To obtain accurate data, you should always verify information directly with Blockchain data. You hereby waive any rights or claims related to any information in any form on the Platform.

11.3 Account Security

You undertake not to share your login and password for the Platform with anyone and also not to allow authorization on the Platform on your behalf. This may lead to both the disclosure of data about the Service provided to you and actions on the Platform performed on your behalf.

11.4 Restricted Access

Certain parts of the Platform may only be accessible subject to additional authorization or verification by us, and you may not use such parts of the Platform without such additional authorization or verification.

12. Representations and Warranties Regarding Sanctions

You represent and warrant that, at each moment of usage of the Service or the Parts of the Services, the Site, the following are not subject to any sanctions administered or imposed by any regulatory or governmental authority, including but not limited to sanctions imposed by:

- His Majesty's Treasury;
- The U.S. Government, including the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury;
- The U.S. Department of Commerce;
- The U.S. Department of State;
- The United Nations Security Council;
- European Union Authorities; or
- Any other authority with relevant jurisdiction.

For natural persons, this representation extends to you, any cryptocurrency wallet, any address on any Blockchain network, or any smart contract or other technology owned or controlled by you. **For entities**, it extends to you, any of your affiliates, branches, subsidiaries, and any cryptocurrency wallet, any address on any Blockchain network, or any smart contract or other technology owned or controlled by you, your affiliates, branches, or subsidiaries.

For both natural persons and entities, it further extends to any legal entity in which you are involved (including, but not limited to, as a director, beneficiary, member of any governing body, contractor, or employee), as well as any cryptocurrency wallet, any address on any Blockchain network, or any smart contract or other technology owned or controlled by such legal entities.

You represent and warrant regarding the following territories: Afghanistan, Albania, Belarus, Bosnia & Herzegovina, Burundi, the Central African Republic, Cuba, DRC (Congo), Ethiopia, Guatemala, Guinea, Haiti, Iran, Iraq, Lebanon, Libya, Macedonia, Mali, Moldova, Myanmar (Burma), Nicaragua, Niger, North Korea, Russia, Serbia, Somalia, South Sudan, Sudan, Syria, Tunisia, Venezuela, Yemen, Zimbabwe, the Cayman Islands, and regions of Ukraine (Luhansk and Donetsk regions, Crimea, Zaporizhia, and Kherson regions).

- (a) If you are a natural person, you represent and warrant that you neither hold residency nor have any presence in the aforementioned territories.
- **(b)** If you are an entity, you represent and warrant that the legal entity does not have residency, incorporation, or maintain any affiliates, branches, subsidiaries, or any other form of presence in the aforementioned territories. Additionally, none of the User's

- directors, beneficiaries, members of any governing body, contractors, or employees are residents or incorporated in the listed territories.
- (c) In relation to both natural persons and entities, you also represent and warrant that any company or entity in which you are involved (including, but not limited to, as a director, beneficiary, member of any governing body, contractor, or employee) does not have any residency or presence in the aforementioned regions.

If you are unable to provide the representations and warranties specified in this Section, you are not entitled to use the Service, the Parts of the Services, the Site.

13. LIMITATION OF LIABILITY AND RELEASE

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL P2P, ANY P2P PARTIES, OR ANY OF THEIR AFFILIATED PARTIES BE LIABLE FOR LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR OTHER LOSS OF ANY KIND-INCLUDING, BUT NOT LIMITED TO, ANY LOSS RELATED TO REVENUE, INCOME OR PROFIT; LOSS OF USE OR LOSS OF DATA; LOSS OF PRODUCTION; LOSS OF CONTRACT; LOSS OF COMMERCIAL OPPORTUNITY; LOSS OF SAVINGS, DISCOUNTS, OR REBATES (WHETHER ACTUAL ANTICIPATED); HARM TO REPUTATION OR LOSS OF GOODWILL; LOSS OF BUSINESS; OR LOSS DUE TO BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO OR ARISING FROM THE USE OF THE SERVICES, THE PARTS OF THE SERVICES, THE SITE OR ANY OTHER ASPECT OF THESE TERMS OF USE, INCLUDING, WITHOUT LIMITATION, ANY SLASHING EVENTS OR ISSUES WITH UPTIME, AIRDROP ACTIVITIES, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF P2P OR ANY OF THE AFFILIATED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SUCH LOSS WAS FORESEEABLE).

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF P2P AND ANY P2P PARTIES (COLLECTIVELY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT OF P2P FEES RECEIVED BY P2P FOR THE LAST MONTH FROM THE CORRESPONDING USER.

AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU, AND THE ONLY MEANS OF COMPENSATION WITHIN THE LIMITATIONS SET FORTH IN THIS CLAUSE:

(A) P2P WILL ADJUST THE P2P FEE ON THE REMAINING VALIDATORS THAT YOU HAVE STAKED UNDER ANY AGREEMENT WITH P2P TO ENSURE **COMPENSATION IS** PROVIDED IN THE NEAREST **FOLLOWING** RECALCULATION PERIOD. PROVIDED, HOWEVER, THAT ADJUSTED P2P FEE BECOMES LESS THAN ZERO (0), THEN THE P2P FEE FOR THE NEAREST FOLLOWING COMPENSATION PERIOD SHALL BE SET AT ZERO (0), NO ADDITIONAL COMPENSATION SHALL BE MADE, AND THE LIMITATIONS OF THIS CLAUSE SHALL BE **DEEMED LOWERED** ACCORDINGLY; AND

• (B) IF NO VALIDATORS ARE AVAILABLE TO ENABLE THE ADJUSTMENT OF SERVICE FEES AS SET FORTH ABOVE OR IF YOU DO NOT HAVE THE CORRESPONDING AGREEMENT, THEN ANY COMPENSATION UP TO THE LIMITS ESTABLISHED IN THIS CLAUSE SHALL BE PAID TO YOU WITHIN NINETY (90) BUSINESS DAYS, PROVIDED THAT YOU SUCCESSFULLY COMPLETE THE REQUIRED KYC/AML PROCEDURES AS REQUESTED BY P2P AND IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

THE LIMITATIONS SET FORTH IN THIS CLAUSE SHALL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT ON THE PART OF P2P.

FURTHERMORE, P2P AND ANY P2P PARTIES SHALL NOT BE LIABLE OR DEEMED TO HAVE DEFAULTED OR BREACHED THESE TERMS FOR ANY FAILURE OR DELAY IN PERFORMING ANY TERM OF THESE TERMS, WHEN SUCH FAILURE OR DELAY IS CAUSED BY OR RESULTS FROM EVENTS BEYOND THE REASONABLE CONTROL OF P2P OR ANY P2P PARTIES, INCLUDING, WITHOUT LIMITATION:

- (I) ACTS OF GOD;
- (II) FLOOD, FIRE, EARTHQUAKE, OR EXPLOSION;
- (III) WAR, INVASION, HOSTILITIES (WHETHER WAR IS DECLARED OR NOT), TERRORIST THREATS OR ACTS, OR OTHER CIVIL UNREST;
- (IV) PANDEMICS;
- <u>(V) ANY ATTACKS, ERRORS, OR DIFFICULTIES IN BLOCKCHAIN</u> TECHNOLOGIES OR RELATED SOFTWARE; OR
- (VI) ANY LAWS, RULES, OR REGULATIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE P2P AND P2P PARTIES FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS, AND/OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO DISPUTES BETWEEN YOU AND OTHER USERS OF THE SERVICES AND THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. YOU EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER ANY APPLICABLE LAW AS WELL AS ANY OTHER STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS THAT YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS AND ANY OTHER PROVISIONS OF ANY DOCUMENT OR ANY STATEMENT OF ANY THIRD PARTY (INCLUDING THIRD PARTY SMART CONTRACT PROVIDER(S)), THE PROVISIONS OF THESE TERMS OF USE WILL GOVERN. YOU WAIVE RELIANCE ON ANY THIRD-PARTY PROVISIONS OR STATEMENTS IN ANY DISPUTE OR PROCEEDING IN THE EVENT OF THE CONFLICT.

14. Indemnification

You agree to indemnify, defend, and hold harmless P2P, its Affiliates, officers, directors, employees, agents, and service providers from and against any and all claims, demands, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Any violation of these Terms of Use by you;
- Any breach of the representations and warranties provided by you in these Terms of Use.

This indemnification obligation applies to any and all claims brought by third parties, including individuals, organizations, or regulatory authorities, in connection with the above, and includes covering all losses or damages sustained by P2P as a result of such claims.

15. Disclaimer of Professional Advice and Fiduciary Duties

All information provided by P2P, including on the Site, is for informational purposes only and is not, and should not be construed as, legal, financial, tax, or any other specialized or expert advice upon which you might depend to your detriment, thereby causing liability for P2P. In using the Service, you represent and warrant that you have either sought independent professional advice from an expert qualified to provide such counsel or that you possess sufficient knowledge and sophistication to evaluate the risks and merits associated with the Services.

You further represent and warrant that you understand that any recommendations or commentary made by P2P, its employees, or other users are general in nature, and that you should use your own judgment or seek expert advice before taking any action regardless of such statements.

These Terms are not intended to, and do not, create or impose any fiduciary duties on P2P. To the fullest extent permitted by law, you acknowledge and agree that P2P owes no fiduciary duties or liabilities to you or any other party, and that any such duties or liabilities are hereby irrevocably disclaimed, waived, and eliminated.

16. Governing Law and Dispute Resolution

ALL MATTERS REGARDING THE SERVICE AND ITS EXECUTION, INCLUDING ANY DISPUTES OR CLAIMS ARISING FROM OR RELATED TO THESE TERMS OF USE, SHALL BE GOVERNED BY AND RESOLVED IN ACCORDANCE WITH THE LAWS OF THE CAYMAN ISLANDS.

ANY DISPUTE, CONTROVERSY, OR CLAIM REGARDING THE SERVICE AND ITS EXECUTION, INCLUDING ANY DISPUTES OR CLAIMS ARISING FROM OR RELATED TO THESE TERMS, SHALL BE EXCLUSIVELY RESOLVED IN THE JURISDICTION OF THE GRAND COURT OF THE CAYMAN ISLANDS. YOU AGREE THAT YOU ARE SUBJECT TO THE JURISDICTION OF SUCH COURT AND SHALL NOT BRING CLAIMS OR DISPUTES IN ANY OTHER COURT OR JURISDICTION.

At P2P's option, any dispute may be resolved by confidential, binding arbitration seated in the Cayman Islands and conducted in the English language in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The arbitrator shall be appointed in accordance with the procedures set out in the Rules. The arbitrator's award or decision shall be final and binding upon the parties, and the parties expressly waive any right to appeal or otherwise challenge the arbitrator's award, ruling, or decision.

The judgment of any award or decision may be entered in any court having competent jurisdiction to the extent necessary. If P2P elects to have a dispute resolved by arbitration pursuant to this Section, no party shall (or permit its representatives to) commence, continue, or pursue any dispute in any court. However, P2P shall be entitled to obtain injunctive relief to prevent breaches of this provision and to specifically enforce its terms and provisions, in addition to any other remedy to which P2P is entitled at law or in equity.

In no event shall any claim, action, or proceeding brought by either Party related in any way to the Site or Services be commenced more than 1 (one) year after the cause of action arose, or, if different, when knowledge of the cause of action should have been reasonably obtained by the infringed-upon party; for the purposes of these Terms, knowledge of information on a Blockchain is considered to have been reasonably obtained when it is included in a block that is accepted by the requisite number of validators necessary to be considered consensus according to the customs and technical conditions of that Blockchain.

17. Interpretations

For the purposes of these Terms of Use, the following interpretations shall apply:

- The terms "User," "Affiliate," "branch," "subsidiary," "director," "beneficiary", "member of any governing body," "entity," "person," "contractor," and "employee" shall be construed to include any collection of natural persons or any group of individuals (such as partnerships, DAOs, or any other collective of individuals recognized as having legal capacity under applicable law). This definition shall be interpreted in the broadest sense permissible under any applicable law and shall include all relevant legal interpretations within the applicable jurisdiction.
- The terms "residency" and "presence" shall be understood in both tax and any other legal context, including, without limitation, any granted right of residence for natural persons and any granted right to conduct economic activities for legal entities.
- The term "other technology" shall be understood as any technical development, whether it exists in the real world or online, that may be subject to sanctions under relevant law.
- The term "Affiliate" means any company which, at any given time, is the User's subsidiary or holding company, or a subsidiary of such holding company, as defined under applicable laws of the relevant jurisdiction.
- "P2P Parties" means any other company authorized by P2P.
- Any terms and definitions used in the singular include the plural, and any terms and definitions used in the plural include the singular.

18. Additional Warranties and Representations About Airdrops

BY UTILIZING THIRD-PARTY SERVICES, YOU MAY BECOME ELIGIBLE TO RECEIVE AIRDROPS. AN AIRDROP MAY RESULT IN THE ALLOCATION OF TOKENS OR POINTS TO YOU AND MAY INVOLVE THE FOLLOWING ACTIONS (COLLECTIVELY, "AIRDROP ACTIVITIES"; IN THE SINGULAR, "AIRDROP ACTIVITY"):

1. **ISSUANCE** – The technological initiation of tokens or points into existence.

- 2. **ACCRUAL** The determination and acknowledgment that specific tokens or points belong to a particular recipient.
- 3. **DISTRIBUTION** The transfer of tokens or points to a designated recipient through a chain of smart contracts or by facilitating a claim process.
- 4. **CONVERSION** The transformation of points into tokens.

UNLESS EXPRESSLY STATED OTHERWISE, P2P DOES NOT PARTICIPATE IN ANY MANNER IN AIRDROP ACTIVITIES, INCLUDING BY VOTING OR ENGAGING IN ANY INDIRECT FORM OF PARTICIPATION. IN THE EVENT THAT P2P, IN ITS CAPACITY AS AN OPERATOR, IS INVITED OR REQUESTED TO TAKE PART IN ANY AIRDROP ACTIVITY, P2P RESERVES THE RIGHT TO REFUSE PARTICIPATION AT ITS SOLE DISCRETION, REGARDLESS OF WHETHER SUCH REFUSAL CREATES TECHNOLOGICAL DIFFICULTIES OR RENDERS THE EXECUTION OF AN AIRDROP ACTIVITY IMPRACTICAL OR IMPOSSIBLE. YOU ACKNOWLEDGE AND AGREE THAT, IN ALL INSTANCES, YOU BEAR THE SOLE RESPONSIBILITY FOR ANY FAILURE OR INABILITY TO PERFORM AN AIRDROP ACTIVITY IN THE ABSENCE OF P2P'S DIRECT OR INDIRECT PARTICIPATION. BY ACCEPTING THESE TERMS, YOU IRREVOCABLY WAIVE ANY AND ALL CLAIMS AGAINST P2P AND ITS AFFILIATES IN CONNECTION WITH THE EXECUTION, NON-EXECUTION, OR PARTICIPATION—WHETHER DIRECT OR INDIRECT— ANY AIRDROP ACTIVITY. THE RESPONSIBILITY FOR ALL AIRDROP ACTIVITIES REMAINS EXCLUSIVELY WITH THE THIRD PARTIES YOU ENGAGE, INCLUDING THIRD-PARTY SMART CONTRACT PROVIDERS, INCLUDING THE AIRDROP ISSUER. P2P EXPRESSLY DISCLAIMS ANY INVOLVEMENT, RESPONSIBILITY, OR LIABILITY IN CONNECTION WITH SUCH ACTIVITIES.

NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT ANY AIRDROP, IRRESPECTIVE OF WHETHER P2P PARTICIPATES IN AIRDROP ACTIVITIES, MAY BE SUBJECT TO FEES IMPOSED BY P2P AS CONSIDERATION FOR THE SERVICE. ANY SUCH FEES WILL BE COMMUNICATED THROUGH AMENDMENTS TO THESE TERMS OF USE OR TO OTHER TERMS RELATING TO THE PARTS OF THE SERVICES.

FOR THE AVOIDANCE OF DOUBT, THE FOLLOWING CRITERIA WILL BE APPLIED TO DISTINGUISH BETWEEN VALIDATOR REWARDS (OR OTHER REWARDS APPLICABLE TO THE PARTS OF THE SERVICES) AND AIRDROPS (AND OTHER TYPES OF PAYMENTS, REGARDLESS OF THEIR TITLES):

- ECONOMIC AND/OR TECHNOLOGICAL RELATIONSHIP WITH THE VALIDATION PROCESS OR ANY OTHER PROCESS APPLICABLE TO THE CORRESPONDING PARTS OF THE SERVICES;
- ACCRUAL FOR ANY PERSON OR ENTITY OTHER THAN THE USER;
- MARKETING OR INCENTIVE NATURE OF PAYMENTS;
- ADDITIONAL NATURE OF PAYMENTS TO ALREADY EXISTING ONES;

ALL OF THE ABOVE CRITERIA WILL BE CONSIDERED IN THEIR ENTIRETY. IF THE FIRST CRITERION IS STRONGER AND THE SECOND, (OR) THIRD, AND (OR) THE FOURTH CRITERIA ARE WEAKER, PAYMENTS SHALL BE CONSIDERED AS

VALIDATOR REWARDS OR OTHER REWARDS APPLICABLE TO THE CORRESPONDING PARTS OF THE SERVICES, AND VICE VERSA. IN ALL DISPUTES, P2P RESERVES THE FINAL DECISION AS TO DETERMINING THE NATURE OF THE PAYMENT. YOU IRREVOCABLY WAIVE ANY AND ALL CLAIMS AGAINST P2P AND ITS AFFILIATES IN CONNECTION WITH SUCH DECISION. HOWEVER, IF ANY DOCUMENTATION OF THE ISSUER OF A TOKEN OR POINT IS DESCRIBED AS AN AIRDROP, IN ANY CASE, SUCH POINT OR TOKEN IS CONSIDERED AN AIRDROP.

19. Non-Custodial Services

Neither P2P holds, manages, nor knows your private keys, seed phrases, or passwords. All your digital assets, seed phrases, and private keys required to access and operate them remain under your complete control and disposition. P2P provides non-custodial services only. You are solely responsible for ensuring that your seed phrase, password, data, and any other information used by you to access the Service are kept secure and confidential. All operations regarding digital assets are performed solely by you, and P2P assumes no liability for any reason whatsoever related to such operations.

20. KYC/AML and Document Requests

P2P may request from you any documents and information necessary for KYC/AML or "KYB" when deemed necessary. Due diligence and KYC/AML requirements, as determined by P2P, may include, without limitation, checking the information you provide against any list issued by any governmental or international authority prohibiting or limiting business activities or transactions with any persons. You may be required to provide P2P with certain personal information, including but not limited to your name, email address, mobile phone data, passport, ID or other government-issued identification, digital wallet address, residency, date of birth, physical address, bank account information, payment card (debit/credit) information, documents regarding sources of funds, and any other information and/or documents required to use the Services.

You hereby authorize P2P, directly or through a third party, to make any inquiries P2P deems necessary to verify your identity, residency, source of funds, or to protect against fraud, including but not limited to:

- (a) Querying identity information contained in public records (e.g., your name, address, past addresses, or date of birth);
- (b) Querying account information associated with your bank account/card (e.g., name or account balance); and
- (c) Taking any action P2P reasonably deems necessary based on the results of such inquiries and reports.

You further authorize all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. P2P shall have no liability or responsibility for any permanent or temporary inability to access or use any Services, the Parts of the Services as a result of any identity verification or other screening procedures.

LENDING PROXY TERMS

PLEASE READ THESE TERMS CAREFULLY. NOTE THAT THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS.

THE USE OF THE SERVICE INVOLVES SIGNIFICANT RISKS, WHICH ARE DESCRIBED HEREIN. BY USING THE SERVICE, YOU CONFIRM THAT YOU HAVE READ AND FULLY UNDERSTOOD THESE TERMS.

THESE TERMS CONTAIN IMPORTANT DISCLAIMERS REGARDING POSSIBLE AIRDROPS AND DEFINITIONS OF THIRD-PARTY SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHALL NOT USE OUR SERVICES.

USE OF THE SERVICE CONSTITUTES YOUR FULL ACCEPTANCE OF THESE TERMS.

ONCE YOU HAVE SIGNED AND ANY TRANSACTION RELATED TO YOUR CRYPTOCURRENCY, YOU MAY NOT REVERSE IT, AND NO REWARDS MAY BE GENERATED.

1. INTRODUCTION

These Terms constitute a legally binding agreement between you, as a user of the Service ("User," "you"), and P2P Staking ("P2P," "we," "our").

Definitions

For the purposes of these Terms, the following definitions apply:

- Lending Platform A protocol that aggregates Vaults and establishes the rules governing the Vaults' operation, or otherwise enables the connection between suppliers and borrowers.
- Native Token of the Lending Platform a token issued by the corresponding Lending Platform.
- **P2P Widget** The widget through which the User can sign and submit the transactions for the allocation of Funds into a Vault's smart contract(s) and perform other actions as provided in these Terms.
- Funds Assets that are provided as loans on the Lending Platform.
- **Rewards** Interest accrued from the use of borrowed Funds on Lending Platforms.
- Vault(s) Smart contract(s) on the Lending Platform or (depending on the context) an entity or individual responsible for deploying and/or modifying their functionality. Such Vaults directly manage Funds, lending them to third parties according to strategies and, where applicable, accumulating and distributing interest (Rewards) received from such third parties.
- Withdrawal The removal of Funds from a Vault and/or the Lending Platform.

2. SERVICE

2.1. Transactions and Their Purpose

P2P provides a service that facilitates access to various Lending Platforms and/or Vaults.

By using the Service, you agree to route your Funds through a Proxy Smart Contract ("Proxy Smart Contract").

To execute such routing, you independently sign and submit a prepared transactions via the P2P Widget. The transactions include the following elements ("**Transaction**"):

- (a) A permit message confirming general authorization for the use of tokens.
- (b) Authorization for the Proxy Smart Contract to deduct Funds from your address.
- (c) Authorization for the Vault smart contract to deduct Funds from the Proxy Smart Contract.

YOU GIVE P2P INSTRUCTIONS TO FORM THE CONTENT OF THE TRANSACTION AND ADD TO THE TRANSACTION THE NECESSARY ADDITIONAL ELEMENTS TO ACHIEVE ITS RESULT, INCLUDING THE AMOUNT OF THE P2P FEE, THE SIGNATURE DEADLINE, THE P2P SIGNATURE, THE ADDRESSES OF OTHER SMART CONTRACTS THAT ENSURE THE OPERATION OF THE PROXY SMART CONTRACT OR THE VAULT SMART CONTRACTS OR ENSURE THE TRANSFER OF FUNDS TO SUCH SMART CONTRACTS. IN ADDITION, YOU ACKNOWLEDGE THAT YOUR TRANSACTIONS TO ACHIEVE THE RESULT MAY BE TAKEN THROUGH AUXILIARY SMART CONTRACTS THAT ENCOURAGE THE OPERATION OF THE PROXY SMART CONTRACT OR A VAULT SMART CONTRACTS OR ENCOURAGE THE TRANSFER OF FUNDS TO SUCH SMART CONTRACTS.

PLEASE NOTE THAT ALL THE ABOVE MOVEMENT OF FUNDS IS NON-CUSTODIAL.

2.2. Results of the Transaction

BY SIGNING AND SUBMITTING THE TRANSACTION, YOU AGREE THAT A P2P FEE WILL BE CHARGED:

A)FROM THE REWARDS UPON WITHDRAWAL,

B) AND AT THE MOMENT OF SIGNING AND SUBMITTING THE TRANSACTION.

BY SIGNING AND SUBMITTING THE TRANSACTION, THE FUNDS SHALL BE ALLOCATED IN THE VAULT SMART CONTRACT.

2.3. Claiming Rewards

Using the P2P Widget, you may claim Rewards (hereinafter referred to as "Claiming"), and (or) performing a Withdrawal.

Please be aware that P2P provides a service exclusively for Claiming, Withdrawal and only for Rewards.

The rules for other payments or airdrops are specified in the Airdrop Activity section and do not apply to Rewards.

YOU WARRANT AND REPRESENT THAT YOU UNDERSTAND AND AGREE THAT:

- THE AMOUNT, PERIOD, ORDER, CURRENCY, AND OVERALL ACCRUAL OF REWARDS DEPEND ON THE LENDING PLATFORM AND/OR VAULT YOU HAVE SELECTED.
- <u>P2P EXCLUDES ANY LIABILITY FOR THE AMOUNT, PERIOD, ORDER, CURRENCY, OR OVERALL ACCRUAL OF REWARDS.</u>

THE SERVICE INCLUDES ONLY THE ABILITY TO CLAIM REWARDS WITHOUT DEFINING THEIR AMOUNT, PERIOD, ORDER, CURRENCY, OR PROVIDING ANY GUARANTEES.

YOU HEREBY AUTHORIZE P2P TO PERFORM ANY ACTIONS NECESSARY FOR CLAIMING, AND, IF APPLICABLE, ANY ACTIONS FACILITATING THE CLAIMING PROCESS.

2.3.1. Types of Rewards When Using the Service

YOU UNDERSTAND THAT THE SELECTION OF VAULTS AND/OR LENDING PLATFORMS IN THE P2P WIDGET IS LIMITED TO THOSE THAT SUPPORT ONLY STABLECOINS AND/OR THE NATIVE TOKEN OF THE LENDING PLATFORM AS REWARDS.

P2P DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS REGARDING THE FUNCTIONALITY, VALUE, SIGNIFICANCE, ISSUANCE, CHARACTERISTICS, OR ANY OTHER PARAMETERS OF STABLECOINS OR THE NATIVE TOKEN OF THE LENDING PLATFORM.

YOU AGREE THAT ANY QUESTIONS, CLAIMS, STATEMENTS, OR DEMANDS REGARDING THE MATTERS LISTED ABOVE SHALL BE DIRECTED SOLELY TO THE ISSUER OF THE STABLECOIN OR NATIVE TOKEN OF THE LENDING PLATFORM, AND/OR THE VAULT, AND/OR THE LENDING PLATFORM.

P2P RESERVES THE RIGHT TO CHANGE, AT ANY TIME AND AT ITS SOLE DISCRETION, THE LIST OF REWARDS OR OTHER TOKENS AVAILABLE FOR ANY TRANSACTIONS, CLAIMING AND/OR WITHDRAWAL THROUGH THE P2P WIDGET. IN SUCH CASES, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR PERFORMING ANY NECESSARY ACTIONS RELATED TO ANY TRANSACTIONS, CLAIMING AND/OR WITHDRAWAL THE RELEVANT REWARDS OR TOKENS INDEPENDENTLY AND OUTSIDE OF THE P2P WIDGET.

Outside the P2P Widget, you may independently select any other Vaults and/or Lending Platforms that offer different Reward options.

P2P EXCLUDES ANY ADVICE OR RECOMMENDATION REGARDING THE VAULTS AND/OR LENDING PLATFORMS PRESENTED IN THE P2P WIDGET OR THE REWARDS AVAILABLE THROUGH THEM.

2.4. Selection of a Vault

Using the P2P Widget, you may choose not only a Lending Platform but also the Vault in which to allocate your Funds.

Please note that P2P does not provide any advice regarding the selection of a Vault. A Vault, as an investment strategy, is a third-party function. You may choose either the Vaults presented in the P2P Widget or independently select a different Vault outside the Service.

YOU UNDERSTAND THAT NOT ALL POSSIBLE VAULTS OR LENDING PLATFORMS (AND ACCORDINGLY TYPES OF REWARDS AND OTHER TOKENS) ARE PRESENTED IN THE P2P WIDGET. YOU MAY INDEPENDENTLY CHOOSE OTHER VAULTS AND/OR LENDING PLATFORMS OUTSIDE OF THE P2P SERVICE.

THE VAULTS AND LENDING PLATFORMS DISPLAYED ON THE P2P PLATFORM SHALL NOT BE CONSTRUED AS A RECOMMENDED SELECTION BY P2P. P2P DOES NOT PROVIDE ANY ADVICE, AND SUCH LISTS ARE GENERATED BY P2P BASED ON INTERNAL CRITERIA. YOU SHOULD NOT RELY SOLELY ON THE PRESENTATION OF SUCH LISTS.

2.5. Withdrawal

Using the P2P Widget, you may perform a full or partial withdrawal of Funds. In doing so, you may sign and submit a transaction to the Proxy Smart Contract, which will initiate the withdrawal of Funds accumulated in the Vault, along with any accumulated Rewards (if applicable).

YOU WARRANT AND REPRESENT THAT P2P RESERVES THE RIGHT, AT ITS SOLE DISCRETION (INCLUDING BUT NOT LIMITED TO VIOLATIONS OF THESE TERMS, APPLICABLE LAWS, OR SUSPICIONS OF SUCH VIOLATIONS), TO REQUIRE YOU TO PERFORM A FULL OR PARTIAL WITHDRAWAL WITHIN A SPECIFIED PERIOD WITHOUT PROVIDING ANY COMPENSATION OR INCURRING ANY LIABILITY.

IN SUCH A CASE, YOU AGREE TO EXECUTE SUCH A WITHDRAWAL WITHIN THE SPECIFIED TIMEFRAME WITHOUT MAKING ANY CLAIMS. FAILURE TO COMPLY MAY RESULT IN THE WITHDRAWAL FUNCTION BEING FROZEN.

3. **P2P FEE**

By signing and submitting the Transaction, you agree that the Proxy Smart Contract may deduct a fee at the time of signing and submitting the Transaction, as well as a fee from the Rewards upon Withdrawal. (hereinafter referred to as the "P2P Fee").

The P2P Fee amount will be displayed in the P2P Widget.

The P2P Fee may also apply to additional payments or airdrops received from third parties as compensation for the Service. Any such charges may be communicated through amendments to these Terms.

Failure to pay the P2P Fee, in full or in part, may result in:

- Suspension of the Service, or
- Unilateral termination of the Service.

The P2P Fee may be changed at any time without prior agreement with you. Any such changes shall be communicated by means of an update to these Terms.

The P2P Fee may include any additional sums that you must pay to P2P in the event of a breach of these Terms or any applicable law.

Please note that when using Lending Platforms, Vaults, and other third-party services, additional fees may be charged, over which P2P has no control.

Gas fees and other network charges may apply to transactions. The payment of such fees is your responsibility, and P2P has no control over the amount or imposition of such fees.

4. FUNCTIONALITY NOT RELATED TO THE SERVICE

Please note that functionality not related to the Service includes, but is not limited to, the operation and functioning of any Lending Platform, any Vaults, any third party smart contracts, and any persons or entities responsible for such functionality.

This also includes:

- Any accrual, amount, or currency of Rewards or other tokens;
- The implementation of any lending strategies and their specifics;
- The management or ownership of Funds.

P2P disclaims any liability or obligations related to functionality not associated with the Service.

5. YOUR ADDITIONAL WARRANTIES AND REPRESENTATIONS

- 5.1. YOU HAVE REVIEWED AND UNDERSTOOD ALL TERMS AND FEATURES OF THE LENDING PLATFORM OF YOUR CHOICE. YOU UNDERSTAND THAT WHEN USING THE LENDING PLATFORM, YOUR FUNDS MAY BE USED AS LOANS TO THIRD PARTIES.
- 5.2. YOU ACKNOWLEDGE THAT YOU MAY OR MAY NOT RECEIVE REWARDS, AND P2P EXCLUDES ANY WARRANTIES OR REPRESENTATIONS IN THIS REGARD AND ASSUMES NO LIABILITY FOR THE ACCRUAL OR RECEIPT OF REWARDS.
- 5.3. YOU UNDERSTAND THAT BY CHOOSING A LENDING PLATFORM, YOU MAY ALSO SELECT A VAULT, WHICH REPRESENTS A STRATEGY FOR USING FUNDS THAT YOU PROVIDE AS A LOAN. BY SELECTING A SPECIFIC VAULT, YOU CONFIRM THAT YOU HAVE REVIEWED ITS STRATEGY AND AGREE WITH IT. P2P DOES NOT ASSUME ANY OBLIGATION REGARDING THE IMPLEMENTATION OR SELECTION OF VAULTS AND BEARS NO RESPONSIBILITY FOR THE OPERATION OF VAULTS.
- 5.4. YOU UNDERSTAND THAT P2P BEARS NO RESPONSIBILITY FOR THE FATE OF FUNDS DIRECTED INTO A VAULT OR LENDING PLATFORM AND EXCLUDES ANY REPRESENTATIONS REGARDING WHETHER YOU WILL RECEIVE THE SAME AMOUNT OF FUNDS OR IN THE SAME CURRENCY (TOKENS).
- 5.5. BY SELECTING A SPECIFIC LENDING PLATFORM AND/OR VAULT, YOU SIGN AND SUBMIT THE CORRESPONDING TRANSACTION TO TRANSFER FUNDS TO THE SMART CONTRACTS OF THE SELECTED LENDING PLATFORM AND/OR VAULT.
- P2P ASSUMES NO RESPONSIBILITY OR OBLIGATIONS REGARDING YOUR CHOICE AND YOUR ACT OF SIGNING AND SUBMITTING SUCH A TRANSACTION.
- 5.6. YOU UNDERSTAND THAT BY USING, AT YOUR OWN DISCRETION, LENDING PLATFORMS, VAULTS, OR OTHER THIRD-PARTY SERVICES, YOU MAY RECEIVE

- <u>LIQUID TOKENS. P2P HAS NO CONNECTION TO SUCH TOKENS, INCLUDING</u> THEIR ISSUANCE, VALUATION, OR ANY OTHER METRICS.
- 5.7. YOU ACKNOWLEDGE THAT THE FORMATION AND DISTRIBUTION OF REWARDS OR THE DISBURSEMENT OF FUNDS UPON WITHDRAWAL INVOLVE THIRD-PARTY SMART CONTRACTS OF THE LENDING PLATFORM, VAULTS, AND OTHER THIRD PARTIES, OVER WHICH P2P HAS NO CONTROL OR AFFILIATION, AND FOR WHICH P2P ASSUMES NO RESPONSIBILITY.
- 5.8. YOU WILL NOT USE THE SERVICE FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE PROHIBITED PURPOSES, INCLUDING, WITHOUT LIMITATION, ACTIVITIES RELATED TO MONEY LAUNDERING, DRUG TRAFFICKING, HUMAN TRAFFICKING, WEAPON TRAFFICKING, TERRORISM, SECURITIES FRAUD, OR TAX EVASION.

5.9. YOU HAVE SUFFICIENT UNDERSTANDING OF:

- CRYPTOCURRENCIES,
- THEIR STORAGE MECHANISMS (SUCH AS DIGITAL WALLETS),
- BLOCKCHAIN TECHNOLOGY, AND
- THE SPECIFICS OF HOW LENDING PLATFORMS AND VAULTS OPERATE.

5.10. YOU CONFIRM THAT:

- (I) YOU HAVE THE NECESSARY TECHNICAL EXPERTISE AND ABILITY TO REVIEW AND EVALUATE THE SECURITY, INTEGRITY, AND OPERATION OF THE SYSTEM YOU WISH TO ENGAGE WITH; AND (II) YOU POSSESS THE KNOWLEDGE, EXPERIENCE, UNDERSTANDING, PROFESSIONAL ADVICE, AND INFORMATION REQUIRED TO INDEPENDENTLY ASSESS THE RELATED BENEFITS AND RISKS.
- 5.11. YOU UNDERSTAND THAT P2P RESERVES THE RIGHT TO SUSPEND OR TERMINATE ANY PART OF THE SERVICE LISTED IN SECTIONS 2 (SERVICE) FOR A SPECIFIC USER OR ALL USERS WITHOUT A PRIOR NOTICE.
- 5.12. <u>YOU ACKNOWLEDGE THAT NO REWARDS ARE GUARANTEED, NO SERVICE LEVEL AGREEMENTS ARE PROVIDED, AND THE SERVICE IS OFFERED "AS IS" WITHOUT ANY WARRANTIES OR REPRESENTATIONS.</u>
- 5.13. You confirm that you have obtained the appropriate legal, financial, and tax advice prior to using the Service.
- 5.14. THE ROLE OF P2P REGARDING REWARDS IS STRICTLY LIMITED TO PROVIDING A SERVICE FOR CLAIMING THEM.

You agree and confirm that, as outlined in these Terms, P2P has no connection to and assumes no obligations regarding the issuance of stablecoins or the Native Token of the Lending Platform.

P2P DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS REGARDING THE FUNCTIONALITY, VALUE, SIGNIFICANCE, ISSUANCE, CHARACTERISTICS, OR ANY OTHER PARAMETERS OF STABLECOINS OR THE NATIVE TOKEN OF THE LENDING PLATFORM.

YOU AGREE THAT ANY QUESTIONS, CLAIMS, STATEMENTS, OR DEMANDS REGARDING THE MATTERS LISTED ABOVE SHALL BE DIRECTED EXCLUSIVELY TO THE ISSUER OF THE STABLECOIN OR NATIVE TOKEN OF THE LENDING PLATFORM, AND/OR THE VAULT, AND/OR THE LENDING PLATFORM.

You acknowledge that P2P disclaims any statements or guarantees regarding whether stablecoins or the Native Token of the Lending Platform fall under a particular legal classification under applicable law.

5.15. You may access the P2P Widget and use the P2P Service through third-party services, wallets, or other providers.

P2P disclaims any obligations or liability regarding the functionality, features, or security of such providers, including the storage of any passwords, security phrases, seed phrases, or access credentials.

ANY STATEMENTS OR TERMS RELATED TO THE SERVICE FROM SUCH PROVIDERS SHALL NOT BE ENFORCEABLE IF THEY CONFLICT WITH THESE TERMS.

YOU CONFIRM THAT YOU WILL NOT RELY ON SUCH TERMS IN CASE OF ANY CONFLICT WITH THESE TERMS.

- 5.16. YOU ACKNOWLEDGE THAT THESE TERMS SHALL HAVE OVERRIDING LEGAL FORCE OVER ANY OTHER CONDITIONS OR STATEMENTS REGARDING THE SERVICE.
- 5.17. You understand that the operation of the Proxy Smart Contract may be suspended for you at any time at P2P's sole discretion (including in cases of violation of these Terms or applicable law), which will result in the inability to Claim Rewards and perform Withdrawals.

6. AIRDROP ACTIVITIES

By utilizing the services of a Lending Platform and/or Vaults, or any other third-party services, including third-party smart contracts, you may become eligible to receive airdrops.

An airdrop may result in the allocation of tokens or points to you and may involve the following actions (collectively referred to as "Airdrop Activities"; in the singular, "Airdrop Activity"):

- 1. **Issuance** The technological initiation of tokens or points into existence.
- 2. **Accrual** The determination and acknowledgment that specific tokens or points belong to a particular recipient.
- 3. **Distribution** The transfer of tokens or points to a designated recipient through a chain of smart contracts or by facilitating a claim process.
- 4. **Conversion** The transformation of points into tokens.

<u>Unless expressly stated otherwise in an amendment to these Terms, P2P does not participate in any manner in Airdrop Activities, including through voting or any indirect form of participation.</u>

If P2P, in its capacity as an operator, is invited or requested to take part in any Airdrop Activity, P2P reserves the right to refuse such participation at its sole discretion, regardless

of whether such refusal creates technological difficulties or renders the execution of an Airdrop Activity impracticable or impossible.

You acknowledge and agree that, in all instances, you bear the sole responsibility for any failure or inability to perform an Airdrop Activity in the absence of P2P's direct or indirect participation.

By accepting these Terms, you irrevocably waive any and all claims against P2P and its affiliates in connection with:

- The execution of an Airdrop Activity,
- The non-execution of an Airdrop Activity, or
- The participation—whether direct or indirect—of P2P in any Airdrop Activity.

The responsibility for all Airdrop Activities remains exclusively with third parties, including Vaults and/or Lending Platforms.

<u>P2P expressly disclaims any involvement, responsibility, or liability in connection with such</u> activities.

Notwithstanding the foregoing, you acknowledge that any Airdrop, irrespective of whether P2P participates in Airdrop Activities, may be subject to fees imposed by P2P as consideration for the Service.

Any such fees will be communicated through amendments to these Terms.

Distinction Between Rewards and Airdrops

For the avoidance of doubt, the following criteria will be applied to distinguish between Rewards (and other types of payments, regardless of their titles) and Airdrops:

- The nature of the interest on a loan on the Lending Platform;
- The marketing or incentive nature of payments;
- The additional nature of payments to an already existing one.

If the first criterion is stronger, while the second and third criteria are weaker, such payments will be considered Rewards.

If the second and third criteria are stronger, and the first criterion is weaker, such payments will be considered Airdrops.

In all disputes, P2P reserves the final decision in determining the nature of a payment.

You irrevocably waive any and all claims against P2P and its affiliates in connection with such a decision.

Additionally, if, according to any documentation of the token or point issuer, it is labeled as an Airdrop, then such a point or token shall, in all cases, be considered an Airdrop.

7. ADDITIONAL PROVISIONS(1)

7.1. Neither P2P holds, manages, nor knows your private keys, seed phrases, or passwords. All your digital assets, seed phrases, and private keys required to access and operate them remain under your complete control and disposition. P2P provides non-custodial services only. You are

solely responsible for ensuring that your seed phrase, password, data, and any other information used by you to access the Service are kept secure and confidential. All operations regarding digital assets are performed solely by you, and P2P assumes no liability for any reason whatsoever related to such operations.

7.2. P2P may request from you any documents and information necessary for KYC/AML or "KYB" when deemed necessary. Due diligence and KYC/AML requirements, as determined by P2P, may include, without limitation, checking the information you provide against any list issued by any governmental or international authority prohibiting or limiting business activities or transactions with any persons.

You may be required to provide P2P with certain personal information, including but not limited to your name, email address, mobile phone data, passport, ID or other government-issued identification, digital wallet address, residency, date of birth, physical address, bank account information, payment card (debit/credit) information, documents regarding sources of funds, and any other information and/or documents required to use the Service.

You hereby authorize P2P, directly or through a third party, to make any inquiries P2P deems necessary to verify your identity, residency, source of funds, or to protect against fraud, including but not limited to:

- (a) Querying identity information contained in public records (e.g., your name, address, past addresses, or date of birth);
- (b) Querying account information associated with your bank account/card (e.g., name or account balance); and
- (c) Taking any action P2P reasonably deems necessary based on the results of such inquiries and reports.

You further authorize all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

P2P shall have no liability or responsibility for any permanent or temporary inability to access or use any Services as a result of any identity verification or other screening procedures.

7.3. In no way shall the provision of Services and/or any information, data, or documents related to the Service be construed as legal, financial, or any other kind of specialized or expert advice upon which you might depend to your detriment, thereby causing liability for P2P. In using the Service, you represent and warrant that you have either sought independent legal, financial, or other specialized advice from a qualified professional, or that you possess sufficient knowledge and sophistication to evaluate the risks and merits associated with our Service.

You further represent and warrant that you understand that any recommendations or commentary made by P2P, its employees, or other users are general in nature, and that you should use your own judgment or seek expert advice before taking any action regardless of such statements. P2P provides no assurance as to the accuracy or completeness of any such statements.

- 7.4. The Service is offered and available to you only if:
- (i) You are at least eighteen (18) years of age and are legally entitled to use the Internet and services similar to those provided by P2P;

- (ii) If you are acting on behalf of an entity, you have the necessary power and authority to legally bind such entity to these Terms; and
 - (iii) Your right to use the Service has not been previously suspended or revoked by P2P.
- 7.5. You represent and warrant that, at each moment of usage of the Service, the following are not subject to any sanctions administered or imposed by any regulatory or governmental authority, including but not limited to sanctions imposed by:
 - His Majesty's Treasury;
- The U.S. Government, including the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury;
 - The U.S. Department of Commerce;
 - The U.S. Department of State;
 - The United Nations Security Council;
 - European Union authorities; or
 - Any other authority with relevant jurisdiction.

For natural persons, this representation extends to you, any cryptocurrency wallet, any address on any blockchain network, or any smart contract or other technology owned or controlled by you. For entities, it extends to you, any of your affiliates, branches, subsidiaries, and any cryptocurrency wallet, any address on any blockchain network, or any smart contract or other technology owned or controlled by you, your affiliates, branches, or subsidiaries. For both natural persons and entities, it further extends to any legal entity in which you are involved (including, but not limited to, as a director, beneficiary, member of any governing body, contractor, or employee), as well as any cryptocurrency wallet, any address on any blockchain network, or any smart contract or other technology owned or controlled by such legal entities.

You represent and warrant regarding the following territories: Afghanistan, Albania, Belarus, Bosnia & Herzegovina, Burundi, the Central African Republic, Cuba, DRC (Congo), Ethiopia, Guatemala, Guinea, Haiti, Iran, Iraq, Lebanon, Libya, Macedonia, Mali, Moldova, Myanmar (Burma), Nicaragua, Niger, North Korea, Russia, Serbia, Somalia, South Sudan, Sudan, Syria, Tunisia, Venezuela, Yemen, Zimbabwe, the Cayman Islands, and regions of Ukraine (Luhansk and Donetsk regions, Crimea, Zaporizhia, and Kherson regions).

- (a) If you are a natural person, you represent and warrant that you neither hold residency nor have any presence in the aforementioned territories.
- (b) If you are an entity, you represent and warrant that the legal entity does not have residency, incorporation, or maintain any affiliates, branches, subsidiaries, or any other form of presence in the aforementioned territories. Additionally, none of the User's directors, beneficiaries, members of any governing body, contractors, or employees are residents or incorporated in the listed territories.
- (c) In relation to both natural persons and entities, you also represent and warrant that any company or entity in which you are involved (including, but not limited to, as a director, beneficiary, member of any governing body, contractor, or employee) does not have any residency or presence in the aforementioned regions.

If you are unable to provide the representations and warranties specified in this Section 13, you are not entitled to use the Service.

7.6. You agree not to interfere with, modify, or attempt to bypass any part of any website code, smart contracts, or any system related to the Service in order to manipulate or circumvent these Terms or applicable law. Furthermore, if you become aware of any bug, feature, or vulnerability in the code that allows for the circumvention of these Terms or applicable law, you agree not to exploit such an issue but to immediately report the issue to P2P without delay.

8. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL P2P, ANY P2P PARTIES, OR ANY OF THEIR AFFILIATED PARTIES BE LIABLE FOR LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR OTHER LOSS OF ANY KIND-INCLUDING, BUT NOT LIMITED TO, ANY LOSS RELATED TO REVENUE, INCOME OR PROFIT; LOSS OF USE OR LOSS OF DATA; LOSS OF PRODUCTION; LOSS OF CONTRACT; LOSS OF COMMERCIAL OPPORTUNITY; LOSS OF SAVINGS, DISCOUNTS, OR REBATES (WHETHER ACTUAL OR ANTICIPATED); HARM TO REPUTATION OR LOSS OF GOODWILL; LOSS OF BUSINESS; OR LOSS DUE TO BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO OR ARISING FROM THE USE OF THE SERVICE OR ANY OTHER ASPECT OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY ERRORS OR FEATURES REGARDING ANY SMART CONTRACT'S FUNCTIONING, AIRDROP ACTIVITIES AND REFUSAL TO PARTICIPATE IN THEM, SUSPENSION OR TERMINATION OF THE SERVICE OR PARTS THEREOF, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF P2P OR ANY OF THE AFFILIATED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SUCH LOSS WAS FORESEEABLE).

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF P2P AND ANY P2P PARTIES (COLLECTIVELY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS EXCEED, IN RESPECT OF THE RELEVANT USER, THE AMOUNT OF P2P FEE ACTUALLY RECEIVED BY P2P FROM THAT USER DURING THE CALENDAR MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU, AND THE ONLY MEANS OF COMPENSATION WITHIN THE LIMITATIONS SET FORTH IN THIS CLAUSE:

(A) P2P WILL ADJUST THE P2P FEE ON THE VALIDATORS THAT YOU HAVE STAKED UNDER AGREEMENT WITH P2P TO ENSURE COMPENSATION IS PROVIDED IN THE NEAREST FOLLOWING RECALCULATION PERIOD. PROVIDED, HOWEVER, THAT IF THE ADJUSTED P2P FEE BECOMES LESS THAN ZERO (0), THEN THE P2P FEE FOR THE NEAREST FOLLOWING COMPENSATION PERIOD SHALL BE SET AT ZERO (0), NO ADDITIONAL COMPENSATION SHALL BE MADE, AND THE LIMITATIONS OF THIS CLAUSE SHALL BE DEEMED LOWERED ACCORDINGLY; AND

(B) IF NO VALIDATORS ARE AVAILABLE TO ENABLE THE ADJUSTMENTOF SERVICE FEES AS SET FORTH ABOVE OR IF YOU DO NOT HAVE AN AGREEMENT WITH P2P ON STAKING, THEN ANY COMPENSATION UP TO THE LIMITS ESTABLISHED IN THIS CLAUSE SHALL BE PAID TO YOU WITHIN NINETY (90) BUSINESS DAYS, PROVIDED THAT YOU SUCCESSFULLY COMPLETE THE REQUIRED KYC/AML PROCEDURES AS REQUESTED BY P2P AND IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

THE LIMITATIONS SET FORTH IN THIS CLAUSE SHALL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR WILLFULL MISCONDUCT ON THE PART OF P2P.

FURTHERMORE, P2P AND ANY P2P PARTIES SHALL NOT BE LIABLE OR DEEMED TO HAVE DEFAULTED OR BREACHED THESE TERMS FOR ANY FAILURE OR DELAY IN PERFORMING ANY TERM OF THESE TERMS, WHEN SUCH FAILURE OR DELAY IS CAUSED BY OR RESULTS FROM EVENTS BEYOND THE REASONABLE CONTROL OF P2P OR ANY P2P PARTIES, INCLUDING, WITHOUT LIMITATION:

(I) ACTS OF GOD;

(II) FLOOD, FIRE, EARTHQUAKE, OR EXPLOSION;

(III) WAR, INVASION, HOSTILITIES (WHETHER WAR IS DECLARED OR NOT), TERRORIST THREATS OR ACTS, OR OTHER CIVIL UNREST;

(IV) PANDEMICS;

(V) ANY ATTACKS, ERRORS, OR DIFFICULTIES IN BLOCKCHAIN TECHNOLOGIES OR RELATED SOFTWARE; OR

(VI) ANY LAWS, RULES, OR REGULATIONS.

- 9. ADDITIONAL PROVISIONS (2)
- 9.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE P2P AND P2P PARTIES FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS, AND/OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO DISPUTES BETWEEN YOU AND OTHER USERS OF THE SERVICES AND THE ACTS OR OMISSIONS OF ANY THIRD PARTIES (INCLUDING THOSE RELATED TO A WITHDRAWAL REQUEST ADDRESSED TO YOU). YOU EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER ANY APPLICABLE LAW AS WELL AS ANY OTHER STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS THAT YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS AND ANY OTHER PROVISIONS OF ANY DOCUMENT OR ANY STATEMENT OF ANY THIRD PARTY (INCLUDING LENDING PLATFORMS OR ANY CRYPTOWALLETS), THE

PROVISIONS OF THESE TERMS WILL GOVERN. YOU WAIVE RELIANCE ON

ANY THIRD PARTY PROVISIONS OR STATEMENTS IN ANY DISPUTE OR PROCEEDING IN THE EVENT OF THE CONFLICT.

- 9.2. You agree to indemnify, defend, and hold harmless P2P, its Affiliates, officers, directors, employees, agents, and service providers from and against any and all claims, demands, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:
 - Any violation of these Terms by you;
 - Any breach of the representations and warranties provided by you in these Terms.

This indemnification obligation applies to any and all claims brought by third parties, including individuals, organizations, or regulatory authorities, in connection with the above, and includes covering all losses or damages sustained by P2P as a result of such claims.

9.3. All information provided by P2P is for informational purposes only and is not, and should not be construed as, legal, financial, tax, or any other specialized or expert advice upon which you might depend to your detriment, thereby causing liability for P2P. In using the Service, you represent and warrant that you have either sought independent professional advice from an expert qualified to provide such counsel or that you possess sufficient knowledge and sophistication to evaluate the risks and merits associated with the Service.

These Terms are not intended to, and do not, create or impose any fiduciary duties on P2P. To the fullest extent permitted by law, you acknowledge and agree that P2P owes no fiduciary duties or liabilities to you or any other party, and that any such duties or liabilities are hereby irrevocably disclaimed, waived, and eliminated.

9.4. <u>ALL MATTERS REGARDING THE SERVICE AND ITS EXECUTION, INCLUDING ANY DISPUTES OR CLAIMS ARISING FROM OR RELATED TO THESE TERMS, SHALL BE GOVERNED BY AND RESOLVED IN ACCORDANCE WITH THE LAWS OF THE CAYMAN ISLANDS.</u>

ANY DISPUTE, CONTROVERSY, OR CLAIM REGARDING THE SERVICE AND ITS EXECUTION, INCLUDING ANY DISPUTES OR CLAIMS ARISING FROM OR RELATED TO THESE TERMS, SHALL BE EXCLUSIVELY RESOLVED IN THE JURISDICTION OF THE GRAND COURT OF THE CAYMAN ISLANDS. YOU AGREE THAT YOU ARE SUBJECT TO THE JURISDICTION OF SUCH COURT AND SHALL NOT BRING CLAIMS OR DISPUTES IN ANY OTHER COURT OR JURISDICTION.

At P2P's option, any dispute may be resolved by confidential, binding arbitration seated in the Cayman Islands and conducted in the English language in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The arbitrator shall be appointed in accordance with the procedures set out in the Rules. The arbitrator's award or decision shall be final and binding upon the parties, and the parties expressly waive any right to appeal or otherwise challenge the arbitrator's award, ruling, or decision.

The judgment of any award or decision may be entered in any court having competent jurisdiction to the extent necessary. If P2P elects to have a dispute resolved by arbitration pursuant to this Section, no party shall (or permit its representatives to) commence, continue, or pursue any dispute in any court. However, P2P shall be entitled to obtain injunctive relief to prevent breaches of this provision and to specifically enforce its terms and provisions, in addition to any other remedy to which P2P is entitled at law or in equity.

- 9.5. For the purposes of these Terms, the following interpretations shall apply:
- The terms "User", "Affiliate", "branch", "subsidiary", "director", "beneficiary", "member of any governing body", "entity", "person", "contractor", and "employee" shall be construed to include any collection of natural persons or any group of individuals (such as partnerships, DAOs, or any other collective of individuals recognized as having legal capacity under applicable law). This definition shall be interpreted in the broadest sense permissible under any applicable law and shall include all relevant legal interpretations within the applicable jurisdiction.
- The terms "residency" and "presence" shall be understood in both tax and any other legal context, including, without limitation, any granted right of residence for natural persons and any granted right to conduct economic activities for legal entities.
- The term "other technology" shall be understood as any technical development, whether it exists in the real world or online, that may be subject to sanctions under relevant law.
- The term "Affiliate" means any company which, at any given time, is the User's subsidiary or holding company, or a subsidiary of such holding company, as defined under applicable laws of the relevant jurisdiction.
 - "P2P Parties" means any other authorized by P2P company(-ies).
- Any terms and definitions used in the singular include the plural, and any terms and definitions used in the plural include the singular.
- 9.6. P2P reserves the right, at any time and without prior notice or consent, to amend or modify these Terms, and such amendments shall become effective immediately upon their publication on the P2P Widget or any other website or application where the P2P Widget is made available. P2P further reserves the absolute discretion to refuse, suspend, or terminate the provision of the Service at any time and for any reason, at its sole initiative.

DEFI TERMS

PLEASE READ THESE TERMS CAREFULLY. NOTE THAT THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS.

THE USE OF THE SERVICE INVOLVES SIGNIFICANT RISKS, WHICH ARE DESCRIBED HEREIN. BY USING THE SERVICE, YOU CONFIRM THAT YOU HAVE READ AND FULLY UNDERSTOOD THESE TERMS.

THESE TERMS CONTAIN IMPORTANT DISCLAIMERS REGARDING POSSIBLE AIRDROPS AND DEFINITIONS OF THIRD-PARTY SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHALL NOT USE OUR SERVICES.

USE OF THE SERVICE CONSTITUTES YOUR FULL ACCEPTANCE OF THESE TERMS.

ONCE YOU HAVE SIGNED AND ANY TRANSACTION RELATED TO YOUR CRYPTOCURRENCY, YOU MAY NOT REVERSE IT, AND NO REWARDS MAY BE GENERATED.

1. INTRODUCTION

These Terms constitute a legally binding agreement between you, as a user of the Service ("User," "you"), and P2P Staking ("P2P," "we," "our").

Definitions

For the purposes of these Terms, the following definitions apply:

- **P2P Widget** The widget interface through which the User can review, sign, and submit pre-assembled transactions to the blockchain. These transactions are prepared by P2P and may interact with various third-party decentralized finance (DeFi) protocols or platforms.
- Funds Assets owned and controlled by the User, which the User may allocate to third-party DeFi protocols or platforms through transactions signed and submitted via the P2P Widget.
- **DeFi Protocol** / **Platform** A third-party protocol, smart contract system, or decentralized platform that enables Users to participate in decentralized financial activities, including but not limited to liquidity provision, or other types of value transfers and allocations.
- Rewards Any tokens, points, fees, or other forms of compensation that may be distributed by the DeFi Protocol or Platform in connection with the User's allocation of Funds or participation in the respective protocol's mechanisms. The existence, nature, and value of any such Rewards are determined exclusively by the corresponding DeFi Protocol or Platform.
- **Withdrawal** The removal or reallocation of Funds or Rewards from a DeFi Protocol or Platform, performed by the User directly through their wallet.

2. SERVICE

The P2P Widget ("the Service") allows the User to interact with certain DeFi Protocol / Platform by generating and displaying transactions that the User may choose to sign and submit independently via their own wallet.

IMPORTANT: All actions performed by the User after signing and submitting a transaction—such as the allocation of Funds, or any results produced by the underlying DeFi protocols or platforms—**fall entirely outside the scope of the Service**. P2P bears no responsibility for any consequences, errors, or outcomes arising from the functioning of third-party protocols.

2.1. Transactions and Their Purpose

As part of the Service, P2P prepares blockchain transactions ("**Transactions**") based on the technical structure required to interact with the selected DeFi protocol or platform.

Each Transaction is generated according to the functionality currently available in the Widget and may involve, for example, the allocation of Funds or other protocol-specific interactions.

The Transactions may include, without limitation:

- (a) Contract function calls and encoded parameters;
- (c) Metadata such as gas fees, deadlines, and value fields;
- (d) Any additional technical elements required to ensure compatibility with the protocol's smart contracts.

By using the Service, you instruct P2P to generate such a Transaction in accordance with the relevant specifications, but you **remain solely responsible** for its review, signature, and submission to the network.

P2P does not hold or control your private keys, and the execution of any Transaction is performed **exclusively by you** from your own wallet. The Service does not include the dispatch, execution, or outcome of the Transaction.

ALL TRANSACTIONS REMAIN NON-CUSTODIAL.

2.1.1 Results of the Transaction

By signing and submitting a Transaction prepared via the Widget:

- You understand and accept that the operation and effects of the Transaction are subject
 exclusively to the logic, security, and performance of the selected third-party DeFi protocol
 or platform;
- You confirm that P2P is not responsible for the outcome, effectiveness, or success of any allocation, reward accrual, withdrawal, or other result;
- You acknowledge that the Service ends at the point when you sign and submit the Transaction.

P2P may charge a fee for the preparation of the Transaction. Any such fee (if applicable) will be disclosed prior to your submission, and by continuing, you agree to it.

2.2. Withdrawal

If and when such functionality is made available through the Widget, you may use the Service to prepare transactions related to the withdrawal or reallocation of Funds or Rewards previously

allocated to a DeFi protocol or platform (for the avoidance of doubt, claiming of Rewards shall be considered a form of withdrawal under these Terms, where such functionality is available in the P2P Widget). Such transactions will be prepared by P2P based on your selection but must be signed and submitted exclusively by you from your own wallet.

P2P DOES NOT EXECUTE OR CONTROL THE WITHDRAWAL PROCESS AND BEARS NO RESPONSIBILITY FOR ANY OUTCOMES, DELAYS, OR FAILURES ASSOCIATED WITH IT.

P2P reserves the right, at any time and at its sole discretion, to:

- Remove or suspend access to withdrawal functionality through the Widget;
- Remove specific DeFi protocols or platforms from the interface;
- Discontinue support for any type of interaction, including fund withdrawal or reward claiming, without prior notice and without incurring any liability.

YOU ACKNOWLEDGE THAT IN SUCH CASES YOU SHALL BE SOLELY RESPONSIBLE FOR MANAGING ANY FURTHER ACTIONS OUTSIDE OF THE P2P WIDGET.

2.3 P2P Fee

P2P may charge a fee for the Service, if explicitly shown in the Widget interface.

3. FUNCTIONALITY AND FEATURES OUTSIDE THE SCOPE OF THE SERVICE

3.1 Rewards

When using the Service, the User may be able to interact with third-party DeFi protocols or platforms that, at their sole discretion, may distribute certain forms of rewards ("Rewards"). These may include, but are not limited to, protocol-native tokens, stablecoins, or other digital assets.

YOU WARRANT AND REPRESENT THAT YOU UNDERSTAND AND AGREE THAT:

- THE POSSIBILITY, AMOUNT, FREQUENCY, TYPE, CURRENCY, OR MECHANISM OF REWARD DISTRIBUTION IS ENTIRELY DETERMINED BY THE RELEVANT THIRD-PARTY DEFI PROTOCOL OR PLATFORM;
- P2P DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH THE EXISTENCE, TIMING, VALUE, OR SUCCESSFUL DISTRIBUTION OF REWARDS;
- THE SERVICE MERELY PROVIDES AN INTERFACE TO PREPARE TRANSACTIONS THAT MAY INTERACT WITH EXTERNAL DEFI SYSTEMS, AND DOES NOT GUARANTEE OR DEFINE ANY PARTICULAR OUTCOME OR BENEFIT.

The User is solely responsible for reviewing and understanding the terms, tokenomics, and functionality of any DeFi protocol or platform they choose to interact with via the Widget. P2P is not involved in the generation, issuance, distribution, or valuation of any Rewards.

P2P MAY, AT ITS SOLE DISCRETION AND AT ANY TIME, REMOVE OR MODIFY ANY FUNCTIONALITY RELATED TO REWARD CLAIMING OR FUND ALLOCATION FROM THE WIDGET, AS WELL AS REMOVE OR DISABLE ACCESS TO ANY PARTICULAR DEFI PROTOCOL OR PLATFORM FROM THE INTERFACE.

3.2. Availability and Scope of Rewards

The range of DeFi protocols, platforms, or tokens presented in the Widget is limited and curated by P2P based on internal technical and operational criteria. **You acknowledge and agree that:**

- Not all existing DeFi opportunities are or will be displayed in the Widget;
- You remain free to interact directly with any DeFi protocol, platform, widget, or smart contract of your choice without using the P2P Widget;
- P2P provides no advice, recommendation, or endorsement with respect to any specific DeFi protocol or reward-generating strategy presented through the Widget;
- P2P assumes no responsibility for the characteristics, performance, legal status, or utility of any token or digital asset distributed as a Reward by any third party;
- Any questions, disputes, or issues concerning Rewards must be addressed to the respective protocol, issuer, or third party.

In the event that support for a particular DeFi protocol or reward type is discontinued within the Widget, you acknowledge that you will be solely responsible for any further actions necessary to claim or withdraw such assets independently.

3.3 Selection of DeFi Protocols or Platforms

Using the P2P Widget, you may select among a limited number of DeFi protocols or platforms currently available through the interface in order to prepare transactions for potential fund allocation or interaction.

Please note that **P2P does not provide any advice, recommendation, or endorsement** regarding the selection of a specific protocol, platform, strategy, or interaction. The available list is curated based solely on internal technical and operational criteria.

YOU UNDERSTAND AND AGREE THAT:

- THE DEFI PROTOCOLS OR PLATFORMS DISPLAYED IN THE WIDGET DO NOT REPRESENT A COMPREHENSIVE LIST OF ALL AVAILABLE OPPORTUNITIES;
- YOU MAY FREELY CHOOSE TO INTERACT WITH OTHER DEFI SYSTEMS, PLATFORMS, OR STRATEGIES INDEPENDENTLY AND OUTSIDE OF THE P2P WIDGET;
- THE DISPLAY OF ANY DEFI PROTOCOL OR PLATFORM IN THE WIDGET SHALL NOT BE CONSTRUED AS AN ENDORSEMENT, EVALUATION, OR RECOMMENDATION BY P2P;
- YOU SHOULD CONDUCT YOUR OWN DUE DILIGENCE AND MAKE YOUR OWN INDEPENDENT DECISIONS WHEN INTERACTING WITH ANY THIRD-PARTY SYSTEM.

3.4. Additional provisions

Please note that the Service does not include and shall not be interpreted as covering the operation, logic, performance, security, availability, or economic outcomes of any third-party DeFi protocols, platforms, smart contracts, or any persons or entities responsible for them.

This includes, but is not limited to:

- The generation, accrual, amount, currency, or distribution of any Rewards or tokens;
- The implementation of financial or technical strategies within a DeFi protocol;
- The custody, use, loss, or return of Funds;
- The legal, regulatory, or tax status of any protocol, token, or transaction you may initiate;
- The successful execution or failure of any transaction after it has been signed and submitted by you.

P2P DISCLAIMS ALL LIABILITY OR OBLIGATIONS IN CONNECTION WITH ANY FUNCTIONALITY, BEHAVIOR, OR RESULTS OF SYSTEMS NOT OPERATED BY P2P AND NOT INCLUDED IN THE DEFINITION OF THE SERVICE.

3.5. YOUR REPRESENTATIONS AND WARRANTIES

By using the Service, you represent and warrant the following:

You have independently reviewed and understood the technical structure, risks, and terms of the DeFi protocol, platform, or smart contract with which you choose to interact.

You understand that by interacting with a third-party DeFi protocol, your Funds may be transferred into smart contracts operated or governed entirely by external systems beyond P2P's control.

You acknowledge that Rewards may or may not be distributed to you by the protocol, and P2P provides no guarantees or assurances in this regard and shall bear no liability for any missed, reduced, delayed, or failed Rewards.

You understand and accept that the use, return, value, or form (token type or amount) of your Funds after interaction with a DeFi protocol is not within P2P's responsibility.

You acknowledge that the decision to interact with a specific DeFi protocol is entirely yours. By submitting a transaction, you confirm that you made this decision independently, and that P2P is not involved in the execution, enforcement, or results of this choice.

You understand that, depending on the protocol or platform used, you may receive liquid tokens, points, assets, or other forms of digital representations. P2P has no role in their creation, issuance, valuation, convertibility, or any related metric, and disclaims all associated obligations.

You confirm that you possess sufficient technical and legal understanding of how digital assets, wallets, smart contracts, and blockchain interactions function to safely use the Service.

You acknowledge that any distribution of Rewards or any disbursement of Funds following an interaction with a third-party DeFi protocol or platform is performed entirely through third-party smart contracts. P2P has no control over, affiliation with, or responsibility for such smart contracts or their functioning.

You confirm that you will not use the Service for any unlawful, criminal, or otherwise prohibited purposes, including, without limitation: money laundering, terrorism financing, human or drug trafficking, arms trading, securities fraud, or tax evasion.

You represent that you have a sufficient understanding of the following areas to responsibly use the Service:

- The nature and mechanics of cryptocurrencies;
- Secure storage mechanisms, such as non-custodial digital wallets;
- The fundamentals of blockchain technology;
- The basic structure and behavior of decentralized financial protocols.

You confirm that:

- (i) You have the necessary technical competence to evaluate the security, reliability, and suitability of any system, smart contract, or protocol you engage with; and
- (ii) You possess—or have obtained—sufficient knowledge, experience, or professional advice to assess the risks and potential outcomes of your interactions.

You understand and agree that **P2P reserves the right to suspend or terminate access to any part of the Service, for individual users or generally, at any time and without prior notice, including but not limited to cases of suspected violation of these Terms or applicable law.**

You acknowledge that no Rewards are guaranteed, no yields are promised, and no specific service levels are assured. The Service is provided strictly "as is," with no warranties or representations of any kind.

You confirm that you have independently obtained all necessary legal, financial, tax, or regulatory advice prior to using the Service, and that you are solely responsible for compliance with applicable laws.

The role of P2P in connection with any Rewards is limited exclusively to **providing an interface for preparing transactions related to reward claiming**, if and when such functionality is available. P2P has no role in:

- The issuance, design, value, or legal status of any tokens or digital assets;
- The creation, distribution, or economic characteristics of any stablecoin or protocol-native token:
- The rules, conditions, or algorithms under which such assets are awarded or withheld.

YOU UNDERSTAND THAT ANY QUESTIONS, CLAIMS, OR DEMANDS REGARDING TOKENS OR REWARDS MUST BE ADDRESSED TO THE THIRD-PARTY PROTOCOL OR ISSUER INVOLVED. P2P DISCLAIMS ALL ASSOCIATED RESPONSIBILITY.

You represent and warrant that you understand and agree that any questions, claims, disputes, or legal demands regarding the issuance, distribution, utility, or classification of any token, including stablecoins or protocol-native tokens received as Rewards, shall be addressed exclusively to the relevant third-party DeFi protocol or token issuer. P2P bears no responsibility or liability in relation to such matters and makes no representation or warranty regarding the legal, financial, or regulatory nature of such tokens under any applicable law.

You acknowledge and agree that your access to the P2P Widget may occur through third-party services or wallet providers, and you:

• Remain solely responsible for your interaction with such providers;

- Must ensure the confidentiality and security of your own passwords, seed phrases, and credentials;
- REPRESENT AND WARRANT THAT YOU WILL NOT RELY ON ANY STATEMENTS, INSTRUCTIONS, OR TERMS FROM SUCH PROVIDERS TO THE EXTENT THAT THEY CONTRADICT THESE TERMS.

IN THE EVENT OF ANY CONFLICT, THESE TERMS SHALL PREVAIL OVER ANY THIRD-PARTY TERMS, GUIDANCE, OR REPRESENTATIONS RELATING TO THE SERVICE.

YOU AGREE AND CONFIRM THAT THESE TERMS SHALL CONSTITUTE THE SOLE LEGALLY BINDING FRAMEWORK GOVERNING YOUR USE OF THE SERVICE. NO MARKETING MATERIALS, PUBLIC STATEMENTS, USER INTERFACE ELEMENTS, OR OTHER COMMUNICATIONS—WHETHER MADE BY P2P OR ANY THIRD PARTY—SHALL OVERRIDE, SUPPLEMENT THESE TERMS.

4. AIRDROPACTIVITIES

By interacting with third-party DeFi protocols or platforms through or outside of the P2P Widget, you may become eligible to receive airdrops.

An airdrop may result in the allocation of tokens or points to you and may involve the following actions (collectively referred to as "Airdrop Activities"; in the singular, "Airdrop Activity"):

- 3. **Issuance** The technological initiation of tokens or points into existence.
- 4. **Accrual** The determination and acknowledgment that specific tokens or points belong to a particular recipient.
- 5. **Distribution** The transfer of tokens or points to a designated recipient through a chain of smart contracts or by facilitating a claim process.
- 6. **Conversion** The transformation of points into tokens.

Unless expressly stated otherwise in an amendment to these Terms, P2P does not participate in any manner in Airdrop Activities, including through voting or any indirect form of participation.

If P2P, in its capacity as an operator, is invited or requested to take part in any Airdrop Activity, P2P reserves the right to refuse such participation at its sole discretion, regardless of whether such refusal creates technological difficulties or renders the execution of an Airdrop Activity impracticable or impossible.

You acknowledge and agree that, in all instances, you bear the sole responsibility for any failure or inability to perform an Airdrop Activity in the absence of P2P's direct or indirect participation.

By accepting these Terms, you irrevocably waive any and all claims against P2P and its affiliates in connection with:

- The execution of an Airdrop Activity,
- The non-execution of an Airdrop Activity, or
- The participation—whether direct or indirect—of P2P in any Airdrop Activity.

The responsibility for all Airdrop Activities remains exclusively with third parties, including DeFi Protocols or Platforms through or outside of the P2P Widget.

<u>P2P</u> expressly disclaims any involvement, responsibility, or liability in connection with such activities.

Notwithstanding the foregoing, you acknowledge that any Airdrop, irrespective of whether P2P participates in Airdrop Activities, may be subject to fees imposed by P2P as consideration for the Service.

Any such fees will be communicated through amendments to these Terms.

Distinction Between Rewards and Airdrops

For the avoidance of doubt, the following criteria will be applied to distinguish between Rewards (and other types of payments, regardless of their titles) and Airdrops:

- The nature of the interest or yield on the DeFi Protocols or Platforms;
- The marketing or incentive nature of payments:
- The additional nature of payments to an already existing one.

If the first criterion is stronger, while the second and third criteria are weaker, such payments will be considered Rewards.

If the second and third criteria are stronger, and the first criterion is weaker, such payments will be considered Airdrops.

In all disputes, P2P reserves the final decision in determining the nature of a payment.

You irrevocably waive any and all claims against P2P and its affiliates in connection with such a decision.

Additionally, if, according to any documentation of the token or point issuer, it is labeled as an Airdrop, then such a point or token shall, in all cases, be considered an Airdrop.

5. ADDITIONAL PROVISIONS(1)

- 5.1. Neither P2P holds, manages, nor knows your private keys, seed phrases, or passwords. All your digital assets, seed phrases, and private keys required to access and operate them remain under your complete control and disposition. P2P provides non-custodial services only. You are solely responsible for ensuring that your seed phrase, password, data, and any other information used by you to access the Service are kept secure and confidential. All operations regarding digital assets are performed solely by you, and P2P assumes no liability for any reason whatsoever related to such operations.
- 5.2. P2P may request from you any documents and information necessary for KYC/AML or "KYB" when deemed necessary. Due diligence and KYC/AML requirements, as determined by P2P, may include, without limitation, checking the information you provide against any list issued by any governmental or international authority prohibiting or limiting business activities or transactions with any persons.

You may be required to provide P2P with certain personal information, including but not limited to your name, email address, mobile phone data, passport, ID or other government-issued identification, digital wallet address, residency, date of birth, physical address, bank account

information, payment card (debit/credit) information, documents regarding sources of funds, and any other information and/or documents required to use the Service.

You hereby authorize P2P, directly or through a third party, to make any inquiries P2P deems necessary to verify your identity, residency, source of funds, or to protect against fraud, including but not limited to:

- (a) Querying identity information contained in public records (e.g., your name, address, past addresses, or date of birth);
- (b) Querying account information associated with your bank account/card (e.g., name or account balance); and
- (c) Taking any action P2P reasonably deems necessary based on the results of such inquiries and reports.

You further authorize all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

P2P shall have no liability or responsibility for any permanent or temporary inability to access or use any Services as a result of any identity verification or other screening procedures.

5.3. In no way shall the provision of Services and/or any information, data, or documents related to the Service be construed as legal, financial, or any other kind of specialized or expert advice upon which you might depend to your detriment, thereby causing liability for P2P. In using the Service, you represent and warrant that you have either sought independent legal, financial, or other specialized advice from a qualified professional, or that you possess sufficient knowledge and sophistication to evaluate the risks and merits associated with our Service.

You further represent and warrant that you understand that any recommendations or commentary made by P2P, its employees, or other users are general in nature, and that you should use your own judgment or seek expert advice before taking any action regardless of such statements. P2P provides no assurance as to the accuracy or completeness of any such statements.

- 5.4. The Service is offered and available to you only if:
- (i) You are at least eighteen (18) years of age and are legally entitled to use the Internet and services similar to those provided by P2P;
- (ii) If you are acting on behalf of an entity, you have the necessary power and authority to legally bind such entity to these Terms; and
 - (iii) Your right to use the Service has not been previously suspended or revoked by P2P.
- 5.5. You represent and warrant that, at each moment of usage of the Service, the following are not subject to any sanctions administered or imposed by any regulatory or governmental authority, including but not limited to sanctions imposed by:
 - His Majesty's Treasury;
- The U.S. Government, including the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury;
 - The U.S. Department of Commerce;
 - The U.S. Department of State;

- The United Nations Security Council;
- European Union authorities; or
- Any other authority with relevant jurisdiction.

For natural persons, this representation extends to you, any cryptocurrency wallet, any address on any blockchain network, or any smart contract or other technology owned or controlled by you. For entities, it extends to you, any of your affiliates, branches, subsidiaries, and any cryptocurrency wallet, any address on any blockchain network, or any smart contract or other technology owned or controlled by you, your affiliates, branches, or subsidiaries. For both natural persons and entities, it further extends to any legal entity in which you are involved (including, but not limited to, as a director, beneficiary, member of any governing body, contractor, or employee), as well as any cryptocurrency wallet, any address on any blockchain network, or any smart contract or other technology owned or controlled by such legal entities.

You represent and warrant regarding the following territories: Afghanistan, Albania, Belarus, Bosnia & Herzegovina, Burundi, the Central African Republic, Cuba, DRC (Congo), Ethiopia, Guatemala, Guinea, Haiti, Iran, Iraq, Lebanon, Libya, Macedonia, Mali, Moldova, Myanmar (Burma), Nicaragua, Niger, North Korea, Russia, Serbia, Somalia, South Sudan, Sudan, Syria, Tunisia, Venezuela, Yemen, Zimbabwe, the Cayman Islands, and regions of Ukraine (Luhansk and Donetsk regions, Crimea, Zaporizhia, and Kherson regions).

- (a) If you are a natural person, you represent and warrant that you neither hold residency nor have any presence in the aforementioned territories.
- (b) If you are an entity, you represent and warrant that the legal entity does not have residency, incorporation, or maintain any affiliates, branches, subsidiaries, or any other form of presence in the aforementioned territories. Additionally, none of the User's directors, beneficiaries, members of any governing body, contractors, or employees are residents or incorporated in the listed territories.
- (c) In relation to both natural persons and entities, you also represent and warrant that any company or entity in which you are involved (including, but not limited to, as a director, beneficiary, member of any governing body, contractor, or employee) does not have any residency or presence in the aforementioned regions.

If you are unable to provide the representations and warranties specified in this Section 5, you are not entitled to use the Service.

5.6. You agree not to interfere with, modify, or attempt to bypass any part of any website code, smart contracts, or any system related to the Service in order to manipulate or circumvent these Terms or applicable law. Furthermore, if you become aware of any bug, feature, or vulnerability in the code that allows for the circumvention of these Terms or applicable law, you agree not to exploit such an issue but to immediately report the issue to P2P without delay.

6. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL P2P, ANY P2P PARTIES, OR ANY OF THEIR AFFILIATED PARTIES BE LIABLE FOR LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR OTHER LOSS OF ANY KIND—INCLUDING, BUT NOT LIMITED TO, ANY LOSS RELATED TO

REVENUE, INCOME OR PROFIT; LOSS OF USE OR LOSS OF DATA; LOSS OF PRODUCTION; LOSS OF CONTRACT; LOSS OF COMMERCIAL OPPORTUNITY; LOSS OF SAVINGS, DISCOUNTS, OR REBATES (WHETHER ACTUAL OR ANTICIPATED); HARM TO REPUTATION OR LOSS OF GOODWILL; LOSS OF BUSINESS; OR LOSS DUE TO BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO OR ARISING FROM THE USE OF THE SERVICE OR ANY OTHER ASPECT OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY ERRORS OR FEATURES REGARDING ANY SMART CONTRACT'S FUNCTIONING, AIRDROP ACTIVITIES AND REFUSAL TO PARTICIPATE IN THEM, SUSPENSION OR TERMINATION OF THE SERVICE OR PARTS THEREOF, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF P2P OR ANY OF THE AFFILIATED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SUCH LOSS WAS FORESEEABLE).

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF P2P AND ANY P2P PARTIES (COLLECTIVELY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS EXCEED, IN RESPECT OF THE RELEVANT USER, THE AMOUNT OF P2P FEE ACTUALLY RECEIVED BY P2P FROM THAT USER DURING THE CALENDAR MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU, AND THE ONLY MEANS OF COMPENSATION WITHIN THE LIMITATIONS SET FORTH IN THIS CLAUSE:

(A) P2P WILL ADJUST THE P2P FEE ON THE VALIDATORS THAT YOU HAVE STAKED UNDER AGREEMENT WITH P2P TO ENSURE COMPENSATION IS PROVIDED IN THE NEAREST FOLLOWING RECALCULATION PERIOD. PROVIDED, HOWEVER, THAT IF THE ADJUSTED P2P FEE BECOMES LESS THAN ZERO (0), THEN THE P2P FEE FOR THE NEAREST FOLLOWING COMPENSATION PERIOD SHALL BE SET AT ZERO (0), NO ADDITIONAL COMPENSATION SHALL BE MADE, AND THE LIMITATIONS OF THIS CLAUSE SHALL BE DEEMED LOWERED ACCORDINGLY; AND

(B) IF NO VALIDATORS ARE AVAILABLE TO ENABLE THE ADJUSTMENTOF SERVICE FEES AS SET FORTH ABOVE OR IF YOU DO NOT HAVE AN AGREEMENT WITH P2P ON STAKING, THEN ANY COMPENSATION UP TO THE LIMITS ESTABLISHED IN THIS CLAUSE SHALL BE PAID TO YOU WITHIN NINETY (90) BUSINESS DAYS, PROVIDED THAT YOU SUCCESSFULLY COMPLETE THE REQUIRED KYC/AML PROCEDURES AS REQUESTED BY P2P AND IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

THE LIMITATIONS SET FORTH IN THIS CLAUSE SHALL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR WILLFULL MISCONDUCT ON THE PART OF P2P.

FURTHERMORE, P2P AND ANY P2P PARTIES SHALL NOT BE LIABLE OR DEEMED TO HAVE DEFAULTED OR BREACHED THESE TERMS FOR ANY FAILURE OR DELAY IN PERFORMING ANY TERM OF THESE TERMS, WHEN SUCH FAILURE OR DELAY IS CAUSED BY OR RESULTS FROM EVENTS BEYOND THE

REASONABLE CONTROL OF P2P OR ANY P2P PARTIES, INCLUDING, WITHOUT LIMITATION:

(I) ACTS OF GOD;

(II) FLOOD, FIRE, EARTHQUAKE, OR EXPLOSION;

(III) WAR, INVASION, HOSTILITIES (WHETHER WAR IS DECLARED OR NOT), TERRORIST THREATS OR ACTS, OR OTHER CIVIL UNREST;

(IV) PANDEMICS;

(V) ANY ATTACKS, ERRORS, OR DIFFICULTIES IN BLOCKCHAIN TECHNOLOGIES OR RELATED SOFTWARE; OR

(VI) ANY LAWS, RULES, OR REGULATIONS.

- 7. ADDITIONAL PROVISIONS (2)
- 7.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE P2P AND P2P PARTIES FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS, AND/OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO DISPUTES BETWEEN YOU AND OTHER USERS OF THE SERVICES AND THE ACTS OR OMISSIONS OF ANY THIRD PARTIES (INCLUDING THOSE RELATED TO A WITHDRAWAL REQUEST ADDRESSED TO YOU). YOU EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER ANY APPLICABLE LAW AS WELL AS ANY OTHER STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS THAT YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS AND ANY OTHER PROVISIONS OF ANY DOCUMENT OR ANY STATEMENT OF ANY THIRD PARTY (INCLUDING LENDING PLATFORMS OR ANY CRYPTOWALLETS), THE PROVISIONS OF THESE TERMS WILL GOVERN. YOU WAIVE RELIANCE ON ANY THIRD PARTY PROVISIONS OR STATEMENTS IN ANY DISPUTE OR PROCEEDING IN THE EVENT OF THE CONFLICT.

- 7.2. You agree to indemnify, defend, and hold harmless P2P, its Affiliates, officers, directors, employees, agents, and service providers from and against any and all claims, demands, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:
 - Any violation of these Terms by you;
 - Any breach of the representations and warranties provided by you in these Terms.

This indemnification obligation applies to any and all claims brought by third parties, including individuals, organizations, or regulatory authorities, in connection with the above, and includes covering all losses or damages sustained by P2P as a result of such claims.

9.3. All information provided by P2P is for informational purposes only and is not, and should not be construed as, legal, financial, tax, or any other specialized or expert advice upon which you might depend to your detriment, thereby causing liability for P2P. In using the Service, you represent and warrant that you have either sought independent professional advice from an expert qualified to provide such counsel or that you possess sufficient knowledge and sophistication to evaluate the risks and merits associated with the Service.

These Terms are not intended to, and do not, create or impose any fiduciary duties on P2P. To the fullest extent permitted by law, you acknowledge and agree that P2P owes no fiduciary duties or liabilities to you or any other party, and that any such duties or liabilities are hereby irrevocably disclaimed, waived, and eliminated.

9.4. <u>ALL MATTERS REGARDING THE SERVICE AND ITS EXECUTION, INCLUDING ANY DISPUTES OR CLAIMS ARISING FROM OR RELATED TO THESE TERMS, SHALL BE GOVERNED BY AND RESOLVED IN ACCORDANCE WITH THE LAWS OF THE CAYMAN ISLANDS.</u>

ANY DISPUTE, CONTROVERSY, OR CLAIM REGARDING THE SERVICE AND ITS EXECUTION, INCLUDING ANY DISPUTES OR CLAIMS ARISING FROM OR RELATED TO THESE TERMS, SHALL BE EXCLUSIVELY RESOLVED IN THE JURISDICTION OF THE GRAND COURT OF THE CAYMAN ISLANDS. YOU AGREE THAT YOU ARE SUBJECT TO THE JURISDICTION OF SUCH COURT AND SHALL NOT BRING CLAIMS OR DISPUTES IN ANY OTHER COURT OR JURISDICTION.

At P2P's option, any dispute may be resolved by confidential, binding arbitration seated in the Cayman Islands and conducted in the English language in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The arbitrator shall be appointed in accordance with the procedures set out in the Rules. The arbitrator's award or decision shall be final and binding upon the parties, and the parties expressly waive any right to appeal or otherwise challenge the arbitrator's award, ruling, or decision.

The judgment of any award or decision may be entered in any court having competent jurisdiction to the extent necessary. If P2P elects to have a dispute resolved by arbitration pursuant to this Section, no party shall (or permit its representatives to) commence, continue, or pursue any dispute in any court. However, P2P shall be entitled to obtain injunctive relief to prevent breaches of this provision and to specifically enforce its terms and provisions, in addition to any other remedy to which P2P is entitled at law or in equity.

- 9.5. For the purposes of these Terms, the following interpretations shall apply:
- The terms "User", "Affiliate", "branch", "subsidiary", "director", "beneficiary", "member of any governing body", "entity", "person", "contractor", and "employee" shall be construed to include any collection of natural persons or any group of individuals (such as partnerships, DAOs, or any other collective of individuals recognized as having legal capacity under applicable law). This definition shall be interpreted in the broadest sense permissible under any applicable law and shall include all relevant legal interpretations within the applicable jurisdiction.
- The terms "residency" and "presence" shall be understood in both tax and any other legal context, including, without limitation, any granted right of residence for natural persons and any granted right to conduct economic activities for legal entities.

- The term "other technology" shall be understood as any technical development, whether it exists in the real world or online, that may be subject to sanctions under relevant law.
- The term "Affiliate" means any company which, at any given time, is the User's subsidiary or holding company, or a subsidiary of such holding company, as defined under applicable laws of the relevant jurisdiction.
 - "P2P Parties" means any other authorized by P2P company(-ies).
- Any terms and definitions used in the singular include the plural, and any terms and definitions used in the plural include the singular.
- 9.6. P2P reserves the right, at any time and without prior notice or consent, to amend or modify these Terms, and such amendments shall become effective immediately upon their publication on the P2P Widget or any other website or application where the P2P Widget is made available. P2P further reserves the absolute discretion to refuse, suspend, or terminate the provision of the Service at any time and for any reason, at its sole initiative.