

## TERMS OF SERVICE

### 1. Service Access

These terms of service, including its appendix and any other attachments (each as amended from time to time, collectively, these “terms of service” or “terms” or this “agreement”), serve as an agreement between you (“you”, “your”) and ADI DLT Foundation. (“ADI”, “we”, “us”, “our”). These terms govern your access and use of (i) our websites located at <https://www.adi.foundation>, and any other websites operated by ADI (collectively, the “site”); (ii) our chain located and any interface used to engage and interact with our chain; (iii) the offerings (as defined in appendix i - list of offerings below); and (iv) the website-hosted interfaces, operated by us that may be used to interact with certain offerings (the “interface”). For the purposes of these terms, the sites, the interface, and the offerings are collectively referred to as the “services”. As used in these terms, any reference to “access”, “engage”, “use”, “browse,” “interact”, or similar activities involving the offerings, interface, sites, or services shall apply equally to any such activity with respect to any portion of the applicable defined term. All activities involving the services are subject to these terms of service.

By accessing, browsing, or otherwise using any of the services, you represent that you have read, understand, and agree to be bound by these terms of service. If you are accessing or using any of the services, on behalf of an entity, you represent that you are agreeing to these terms of service for that entity and further represent to ADI that you have the authority to bind that entity to these terms of service (and, in which case, the terms “you” and “your” will refer to that entity). If you do not accept the terms and conditions of these terms of service, you may not access, browse, or otherwise use the services or any part of the services, and must immediately cease any such activity.

### 2. Changes and modifications to our Terms of Services

We reserve the right, at our sole discretion, to modify or replace any part of these terms of service (each, a “change”) at any time. If we make any changes, such updated terms of service will be posted on the site under the “terms of service” link, along with the date of such revision at the top of the page. All changes to the terms of service are effective upon posting. By continuing to access, use, or browse the services from or after the date of such posting constitutes your acceptance of the then-current terms of service. You should periodically visit the site to review the then-current and effective terms of service, so you are aware of any changes. If you do not agree to abide by these or any future terms of

service, you may not access, browse, or use (or continue to access, browse, or use) the services. Without limiting anything set forth in these terms of service, you agree that we shall not be liable to you or any third party for any losses suffered arising from any changes to this terms of service.

### 3. Privacy and Data Protection

All personal data and information collected, used, processed, transferred, and disclosed by ADI is done in accordance with the ADGM Data Protection Regulation of 2021 as amended from time to time, and applicable data protection and cyber security regulations applicable in the wider UAE jurisdiction (all herein referred to as “Data Protection Laws”).

By accessing using ADI’s Services, you hereby irrevocably acknowledge and agree to our collection, processing, use, transfer, and disclosure of personal data and other data as outlined therein in accordance with ADI’s Privacy Policy and applicable Data Protection Laws. The Privacy Policy is hereby incorporated by reference into these terms of service.

For more information regarding our collection, use, and disclosure of personal data and certain other data, please see the ADI privacy policy. For information regarding our collection, use, and disclosure of personal data and certain other data in the performance of the services available on ADI’s website and chain, please see the ADI privacy policy (collectively, the “Privacy Policy”).

To the extent applicable, if you are a developer, you are responsible for notifying any third-party individuals or entities who use or access the services via your apps (as defined below) (each, an “end user”) of the privacy policy.

### 4. Feature Specific Terms

In addition, when using certain features through the services, you may be subject to certain additional terms applicable to such features (“feature terms”). Such additional terms (if any) will be posted on or within the applicable site or interface where such applicable services may be accessed. All such terms are hereby incorporated by reference into these terms of service. To the extent applicable, if you are a developer, you are responsible for notifying your end users of the terms of service and any feature terms.

### 5. Trial Services.

We may offer services to you on a trial basis (“trial services”) at our sole discretion. In the event that we offer you trial services, all trial services are provided on an “as-is” basis without warranty of any kind. ADI may at its sole discretion terminate and/or suspend with or without notice any trial service at any time, and any customization or configurations may be permanently lost as a result. Notwithstanding anything to the contrary under these

Terms of Service (including without limitation sections 8, 9, and 10), ADI disclaims all liability and responsibility for any damages, losses, claims, or causes of action related to or in connection with any trial service, and you irrevocably acknowledge and agree that you are not entitled to any to indemnification, relief, and/or compensation of any kind for any loss, damage in connection with and/or caused by accessing, using and/or terminating trial services and any related activities to the trial services.

#### 6. Beta features.

From time to time, certain experimental, novel, non-final or in-development features, products, applications, software, website pages, interfaces, or services, and/or offerings (collectively, "beta features") may be made available through the services at ADI's sole discretion. By accessing and/or using any beta features, you irrevocably acknowledge and agree that the beta features are provided on an "as-is" basis without warranty of any kind, and ADI may terminate and/or suspend at its sole discretion the availability of the beta features at any time. You acknowledge that the beta features are not ready for production usage, may contain bugs, errors, defects, and vulnerabilities, and that your use of any beta features is at your own risk. For the avoidance of doubt, nothing in this section shall limit any of the exculpatory provisions set forth elsewhere in these terms of service, including, without limitation, sections 8, 9 and 10, and ADI disclaims all liability and responsibility for any losses, claims, or causes of action related to or in connection with any beta features, and you irrevocably acknowledge and agree that you are not entitled to any to indemnification, relief, and/or compensation of any kind for any loss, damage in connection with and/or caused by accessing, using and/or terminating beta features and any related activities to the beta features.

#### 7. Access and Use of Services.

As a condition to accessing or using ADI's services, you irrevocably acknowledge, understand, and agree to the following:

##### 7.1 Data collection.

By accessing and/or using the services, you authorize ADI and its third-party service providers to derive statistical and usage data relating to your use of such services ("usage data"). We may use usage data for any purpose in accordance with applicable law and our privacy policy.

##### 7.2 Modifications to services.

ADI reserves the absolute right at sole discretion to modify, replace, or discontinue, temporarily or permanently, the services or any content or information available as part of

the services, with or without notice to you. You irrevocably agree that ADI will not be liable to you or to any third party for any such modification, replacement, suspension, or discontinuance under this section.

### 7.3 Wallets.

To access and use certain services, you must use ADI's digital wallets that enables you to interact with public blockchains and/or non-public blockchains (a "ADI wallet"). In addition, ADI provides the ability to access third-party wallets on its platform (a "TP wallet"), all together herein referred to as "wallets". Your use of your wallets is subject to the applicable terms of service or equivalent agreement of the applicable wallet provider, ADI and/or third parties.

You are solely responsible for maintaining the security of your wallets, including safeguarding your cryptographic private keys, seed phrases, and other credentials associated with your wallet (the "wallets' credentials"). ADI will never ask you to share your private keys, seed phrase, and you should never share such credentials with anyone. You acknowledge and agree, you are solely responsible for your use of any wallet, and ADI will not be liable for any acts or omissions by you, or for any losses resulting from your wallet being compromised.

In order to interact with an offering or third-party services (as defined below), the interface or third-party services, as applicable, may require you to approve or "sign" one or more blockchain transactions using your wallet. You are solely responsible for reviewing and understanding the nature, purpose, and potential consequences of any transactions before approving or signing them.

### 7.4 Non-custodial.

All services provided by ADI are non-custodial. At no point throughout your use of the services will ADI have custody, possession, access to, or control over your wallets or the contents of your wallets, including but not limited to any of your digital assets (as defined below). By using and/or connecting your wallets with any of our services, you acknowledge and agree ADI shall have no responsibility and disclaims all liability in connection with your use of such wallets and further, ADI makes no representations or warranties regarding the compatibility or functionality of the any services with any specific wallet. For the purposes of these terms, "digital assets" mean, without limitation, any cryptocurrency, virtual currency, virtual commodity, digital representation of value, decentralized application tokens, protocol tokens, cryptofinance coins, tokens, or similar digital assets, blockchain-based assets, or other similar digital representations of assets, whether fungible or non-fungible.

## 7.5 No Registration with Financial Regulators.

ADI is a non-profit foundation registered under the Distributed Ledger Technology Foundations Regulation of 2023 (herein referred to as the “DLT Regulation”) (and any amendments to that Regulation thereafter) of Abu Dhabi Global Market (“ADGM”). More details on the DLT Regulation may be found on this link:

(<https://en.adgm.thomsonreuters.com/rulebook/distributed-ledger-technology-foundations-regulations-2023>).

ADI is not regulated by any financial regulator in ADGM nor in the UAE or any other jurisdiction. ADI does not provide any regulated products or services as defined by the rules and regulations issued by ADGM’s financial regulator, the Financial Services Regulatory Authority (“FSRA”). More information about the FSRA’s rules and regulations (herein referred to as the “FSRA Rules”) may be found on this link:

(<https://en.adgm.thomsonreuters.com/rulebook/fsra-legislation>).

## 7.6 Fees and payments.

Your use of the services or any third-party services (as defined below) may result in certain fees, including, without limitation, transaction fees imposed by ADI and/or the applicable blockchain networks in connection with your activity on such network ("gas fees"), and fees charged by third-party services ("third-party fees").

All fees incurred through your use of the services, whether directly or including gas fees and third-party services, are referred to collectively as the "fees." to the extent applicable, if you are a developer, you are responsible for notifying your end users of any fees for the services that are assessed to your end users.

## 7.7 Changes in fees.

We may change prices for the services and/or discontinue or change any promotion, sale, or special offer in our sole discretion; provided that, any such changes or discontinuations may be effective upon the commencement of the next service period as specified on an applicable order form if such is applicable (each, a "service period," and such renewal service period, a "renewal period"). For the avoidance of doubt, ADI reserves the right to increase or decrease prices for any renewal period in its sole discretion. In addition, we reserve the right to modify the manner in which fees assessed by ADI are defined or denominated for purposes of billing or usage measurement, provided that such modification does not materially diminish the value of services delivered to you for the applicable fees.

## 7.8 Credentials.

In order to use certain services, you may be required to create certain credentials. In the event you are required to create such credentials, you agree you are solely responsible for maintaining the confidentiality, availability and security of your credentials, and you are fully responsible for any and all activities that occur under your credentials.

## 8. User Content and Applications.

### 8.1 Your applications.

Certain services may enable you to connect or integrate your own or third-party software, applications, or developer tools ("your apps") with such services. As between you and ADI, you are solely responsible for your apps, including their development, operation, maintenance, all related content, data, and materials, and users. We can not and do not guarantee that the services will perform as expected when interacting with your apps and your use of them in combination with each other is at your sole risk.

### 8.2 User content.

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, and other materials ("content") that you transmit to ADI on your behalf or on the behalf of your end users, including by uploading, posting, publishing, or displaying (hereinafter, "upload(ing)") via the site, interface, offerings, third-party services (as defined below) or your apps, or by emailing, communicating or otherwise making such content available to other users of the services (collectively, "user content").

## 9. Compliance & User Conduct

### 9.1 Minimum Age & General Compliance.

You represent that you are at least 18 years old and that your access to and use of the services will fully comply with all laws, regulations, rules, directives, and orders applicable to you or ADI (collectively, "applicable laws"). You further agree not to access or use the services (or allow your end users, as applicable) to conduct, promote, or otherwise facilitate any illegal activity and/or prohibited activities under ADI's blockchain Framework.

### 9.2 Sanctions compliance.

You irrevocably agree to comply with all applicable sanctions laws, regulations, and rules, including but not limited to the following: (i) ADGM Anti-Money Laundering and Sanctions Rulebook (herein referred to as ADGM AML Rulebook), (<https://en.adgm.thomsonreuters.com/rulebook/anti-money-laundering-and-sanctions->

[rulebook-aml-ver10020125](#) ); (ii) UAE Cabinet Resolution No. (134) of 2025 Concerning the Implementation Regulation of Decree-Law No. (10) of 2025 Regarding Anti-Money Laundering and Combating the Financing of Terrorism and Proliferation (<https://uaelegislation.gov.ae/en/legislations/3857/download> ); (iii) Federal Decree by Law No. (10) of 2025 Regarding Anti-Money Laundering and Combating the Financing of Terrorism and Proliferation (<https://uaelegislation.gov.ae/en/legislations/3314/download> ); (iv) Cabinet Resolution No. (24) of 2022 amending certain provisions of Cabinet Resolution No. (10) of 2019, concerning the Executive Regulations of Federal Decree-Law No. (20) of 2018 on Combating Money Laundering and the Financing of Terrorism and Illegal Organizations (<https://assets.adgm.com/download/67c21dd8808711efb25456aae7c7aa10> ); (v) Federal Decree-Law No. (26) of 2021 amending certain provisions of Federal Decree-Law No. (20) of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Financing of Illegal Organisations (<https://assets.adgm.com/download/c78d31b2808711efb4c25a9d29806d68> ); (vi) Cabinet Decision No. (74) of 2020 concerning the Terrorism Lists Regulation and the Implementation of UN Security Council Resolutions on the Suppression and Combating of Terrorism, Terrorist Financing, Countering the Proliferation of Weapons of Mass Destruction and its Financing and Relevant Resolutions. Please note this updated resolution supersedes Cabinet Resolution No. 20 of 2019 (<https://assets.adgm.com/download/38f9db70808811efb816e28e8cff55d0> ); (vii) Federal Cabinet Resolution No. (20) of 2019 concerning Terrorism Lists Regulation and Implementation of UN Security Council Resolutions on the Suppression and Combating of Terrorism, Terrorist Financing and Proliferation of Weapons of Mass Destruction, and Related Resolutions (<https://assets.adgm.com/download/8f07bae6808811ef89da56aae7c7aa10> ); (viii) Federal Law No. (7) of 2014 on Combatting Terrorism Offences (<https://assets.adgm.com/download/907c827a808911ef8f7d6eaf20c0b6ad> ), (all herein referred to as “UAE AML Regulations”), and any other governmental authority with jurisdiction over you, your end users (if applicable) or ADI (collectively, the "sanctions regimes"). For the avoidance of doubt, you may not access or use, and you will not permit others to use, the services: (i) in the crimea region of ukraine, cuba, iran, north korea, syria, or any other country, region, or territory subject to a comprehensive trade embargo, or where access to or use of the services is otherwise prohibited by any sanctions regimes; (ii) by or for the specific benefit of any individual or entity on the specially designated nationals and blocked persons list ("SDN list") maintained by the Office of Foreign Assets Control (“OFAC”) and the consolidated list issued by the United Nations (“UN”), (iii) by any

entity where 50% or more is owned in the aggregate by any persons on the SDN list; or (iv) for any other use that would require a license or other governmental approval.

### 9.3 Prohibited activities.

You agree not to use the services in any way, including with any of your apps, to distribute any content that: (i) infringes any intellectual property or other proprietary rights of another party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; or (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable. You further agree not to use the services in any way, including with any of your apps, to engage in any activity, whether directly, indirectly, or by distributing content that facilitates or supports such activity, that: (i) is beyond the scope of rights expressly granted in these terms of service; (ii) seeks to reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any component of the services, in whole or in part; (iii) seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including but not limited to deployment of viruses and denial of service attacks; (iv) violates any applicable local, or international law, or any regulations having the force of law, including any laws or regulations concerning the integrity of trading markets (e.g., manipulative tactics commonly known as spoofing and wash trading) or trading of securities or derivatives; (v) engages in any activity that seeks to defraud us or any other person or entity, including providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another; (vi) impersonates any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (vii) solicits personal information from anyone under the age of 18; (viii) harvests or collect email addresses or other contact information of other users of the services for the purposes of sending unsolicited emails or other unsolicited communications; (ix) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; (x) interferes with, disables, or circumvents any security feature, access restriction, or other technical limitation of the services; (xi) accesses or interacts with any third-party product, service, or offering, in a manner that violates the terms of service or other applicable terms governing

such product, service, or offering; or (xii) in the sole judgment of ADI, is objectionable or which restricts or inhibits any other person from using or enjoying the services, which may expose ADI or its users to any harm or liability of any type, or otherwise violates these terms of service. Portions of the services may include notices of open source or similar licenses, and you will comply with such licenses.

#### 9.4 Consequences of Non-compliance.

ADI reserves the absolute and unrestricted right to review, investigate, and take any action it deems appropriate, in its sole discretion, for any violation of this section, including but not limited to reporting such violations to law enforcement authorities, court, or government, as applicable. Furthermore, if ADI determines, in its sole discretion, that you have breached any of your obligations under this section, or that your continued access to, or use of, the services could result in ADI's violation of applicable law or expose ADI to legal liability or any other adverse consequences, ADI may elect to suspend or block your access to the services and restrict access any interests in property, in each case, without prior notice.

#### 9.5 Non-circumvention of Restrictions.

If your access to the services, or any part thereof, is suspended, restricted or blocked by ADI including but not limited to blocking your internet protocol (IP) address, you irrevocably agree not to take any actions to circumvent such restrictions or blocking, including but not limited to, masking your IP address, using a proxy IP address, or accessing the services via a virtual private network.

#### 10. No Professional Advice and No Fiduciary Duties.

All information provided by or through the services (including service content (as defined below) is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the services. Before you make any financial, legal, tax, or other decisions involving the services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. These terms of service are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these terms of service.

#### 11. Intellectual Property Rights

### 11.1 Service Content.

You acknowledge and agree that the services may contain content or features ("service content") that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by ADI (e.g., to the extent such portion of the service content is made available under an open source license), you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the services or the service content, in whole or in part, except that the foregoing does not apply to any user content. Any use of the service content other than as specifically authorized within these terms is strictly prohibited.

### 11.2 ADI trademarks.

The ADI name, logo, and certain other names, logos, and marks used in connection with the services are trademarks or service marks of ADI (collectively, the "ADI's trademarks"). Nothing in these terms of service or the services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of ADI's trademarks, without our prior written permission in each instance. If you qualify as a licensee of the ADI brand assets as defined under the brand policy, such brand policy shall govern over any conflicting terms with these terms of service. For more information about ADI's brand policy published on our website.

### 12. Feedback.

If you provide us with any feedback or suggestions regarding the services ("feedback"), you hereby assign to ADI all rights in such feedback and agree that ADI shall have all necessary rights to use and fully exploit such feedback and related information in any manner we deem appropriate. ADI will treat any feedback you provide as non-confidential and non-proprietary. You agree not to submit any feedback or other information or ideas that you consider to be confidential or proprietary, or for which you do not have all necessary rights, permissions, and consents. For the avoidance of doubt, you agree not to submit any feedback that infringes any intellectual property or other proprietary rights of any person. In addition, ADI may provide you with feedback or suggestions regarding your apps or other items, at your request. You agree that all such feedback or suggestions are provided on an as-is basis, and ADI will not have liability to you with respect to such feedback or suggestions.

### 13. Third-party content.

The services may include content, materials, or information made available by third parties (including other users) that ADI does not control ("third-party content"). Under no

circumstances will ADI be liable in any way for any third-party content, including for any errors or omissions in such content, or for any loss, harm, or damage of any kind incurred as a result of your use of, or reliance on any such content. You acknowledge that ADI does not pre-screen third-party content, but may, in its sole discretion, monitor, refuse, or remove any content made available via services. Without limiting the foregoing, ADI reserves the right to remove, without notice, any third-party content that violates these terms of service or is otherwise deemed by ADI, in its sole discretion, to be otherwise objectionable. You agree that you are solely responsible for evaluating and shall assume all risk associated with any third-party content, including any reliance on its accuracy, completeness, or usefulness.

#### 14. Third-party trademarks.

The services may display the names and logos of certain third-party companies, products, or services (collectively, the "third-party trademarks"), which may be trademarks or service marks of the respective third-party owner. Such third-party owners may or may not endorse, be affiliated with, sponsor, or otherwise be connected to ADI. Nothing in these terms of service or the services shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any third-party trademarks without first obtaining all necessary rights, authorizations, licenses, or permissions from the applicable third-party owner.

#### 15. User content.

You represent and warrant that you own all right, title, and interest in and, or have all applicable permissions or licenses to utilize, such user content that you make available via the site or otherwise use in connection with your interactions with the services, including all copyrights and rights of publicity contained therein. You hereby grant ADI and its affiliated companies, successors, and assigns a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable (directly and indirectly through multiple tiers), perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use such user content in connection with the operation of the site and the provision of the services. You assume all risk associated with your user content and the transmission of your user content, and you have sole responsibility for the accuracy, quality, legality, and appropriateness of your user content.

Any questions, comments, ideas, forms, feedback, reviews, or other information about the services ("submissions"), provided by you to ADI are non-confidential and ADI will be entitled to the unrestricted use and dissemination of such submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you.

You acknowledge and agree that ADI may preserve user content and may also disclose user content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws, or government requests; (ii) enforce these terms of service; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of ADI, its users, or the public. You understand that the technical processing and transmission of the services, including your user content, may involve transmissions over various networks, which may involve technical modifications of data in order to conform and adapt such data to the technical requirements of such networks.

## 16. Third Parties.

16.1 Third-party Services: Certain services (or portions thereof) may provide access to, integrate, or be integrated into services, sites, technologies, applications, smart contracts, protocols, chains, tools, and other offerings that are facilitated through, or otherwise made available by third parties (collectively "third-party services").

### 16.2 Fourth parties.

Certain third-party services may provide access to their respective services, sites, technologies, applications, smart contracts, protocols, chains, tools, and/or other offerings through additional parties (hereinafter, "fourth parties"). In such cases, the third-party service you interact with, engage with, or otherwise use, may not be the entity that directly makes available or facilitates the service or functionality you are interacting with. For the purposes of these terms, any services, products, or offerings provided by fourth parties shall be deemed part of the applicable "third-party services" and references to "third-party services" and "third-party fees" shall include such fourth-party services and fees, as applicable.

### 16.3 Third-party Terms.

Your access to and use of any third-party services may be subject to additional terms and conditions, privacy policies, or other agreements established by the applicable third-party provider (collectively, the "third-party terms"). Such third-party terms may include additional disclaimers, risk warnings, indemnification obligations, restrictions, and privacy policies that are separate from these terms. It is your sole responsibility to review, understand, and comply with any applicable third-party terms prior to using such third-party services. We encourage you to review the applicable privacy policies and third-party terms before accessing, using, or otherwise engaging with any third-party service.

### 16.4 Modification of Third-party Services.

ADI reserves the right to change, suspend, remove, disable, or impose access restrictions or limitations on any third-party services at any time, without notice.

#### 16.5 No Control or Endorsement.

ADI has no control over, and is not responsible for, any third-party services, including the accuracy, availability, reliability, or completeness of any services, products, or content provided through them, or for any third-party policies or privacy practices. The integration or inclusion of any third-party services within the services does not constitute or imply any endorsement, recommendation, or guarantee by ADI.

#### 16.6 Third-party risks and costs.

You acknowledge and agree that your access to and use of any third-party services is at your own election and risk. You, and not ADI, will be solely responsible for any and all costs, fees, or charges associated with your use of any third-party services. Your decision to use any third-party services is your own, and you are solely responsible for ensuring that your use complies with all applicable laws and the terms imposed by the third-party provider. Any dealings, transactions, or correspondence you may have with a third party, whether through the services or in connection with a third-party service, are solely between you and that third party. ADI disclaims all responsibility and liability, direct or indirect, for any damage, loss, or harm caused, alleged to be caused by, or arising from your use of, or reliance on, any third-party service.

#### 17. Indemnification and Releases.

You irrevocably agree to defend, indemnify, and hold harmless ADI, its affiliates, and each of ADI and its affiliates' respective officers, employees, directors, service providers, licensors, and agents (collectively, the "ADI parties") from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to (i) your use of the services, third-party content, or third-party services; (ii) user content; (iii) your apps; (iv) your wallet, including connecting your wallet to any of the services; (v) your submissions (as defined below); (vi) your violation of these terms of service or third-party terms; and/or (vii) your violation of any rights of another person (each a "claim"). ADI will provide notice to you of any such claim pursuant to section 20.2 ADI reserves the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting ADI's defense of such matter. You may not settle or compromise any claim against the ADI parties without ADI's prior written consent.

#### 18. Disclaimer of Warranties; Assumption of Risk

## 18.1 General disclaimers.

You expressly agree that you assume all risks in connection with your access and use of the services, including your interaction with the site, offerings, interface, third-party content, blockchain network, protocols, and third-party services. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the services, including your interaction with the interface, offerings, and third-party services.

Your use of the services is at your sole risk. The services are provided on an "as is" and "as available" basis. The ADI parties expressly disclaim all warranties of any kind, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

Without limiting the foregoing, the ADI parties make no warranty that: (a) the services will meet your requirements; (b) the services will be uninterrupted, timely, secure, or error-free; (c) the results that may be obtained from the use of the services will be accurate or reliable; or (d) the quality of any products, services, applications, information, or other material purchased or obtained by you through the services will meet your expectations.

By using or interacting with the services, you acknowledge and agree that all interactions with the applicable service and any third-party services accessed through the services, including, without limitation, executing transactions via the interface, constitute unsolicited activity initiated entirely at your own discretion. ADI does not pre-screen, review, or validate the content, purpose, or security of any transactions you choose to perform.

You acknowledge any pricing information or other content displayed on or through the services is provided solely for informational purposes and does not constitute an offer, solicitation, advice, or recommendation by ADI regarding any transaction. ADI makes no representations or warranties regarding the suitability, reliability, availability, accuracy, or completeness of any such information for any purpose.

You acknowledge and agree that we are not responsible for any risks associated with your use of the service, and we cannot be held liable for any resulting losses that you experience while accessing or using the service.

## 18.2 Blockchain, Non-Regulated ADI Tokens, and Third-Party Digital Assets Disclaimers.

Certain services rely on or enable you to interact with blockchain-related technologies, which carry inherent risks, including, without limitation, technological, security, regulatory,

and market risks. By accessing or using the services, you acknowledge and accept the risks associated and represent and warrant to each of the following:

(i) you understand the inherent risks associated with using blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets and bridging across different blockchain solutions. You understand that smart contract transactions automatically execute and settle, and that blockchain-based transactions are irreversible once confirmed. You further understand and acknowledge that ADI's blockchain platform makes available third-party digital assets that separately managed by regulated third parties are subject to separate direct agreements terms and conditions between you and those third parties . ADI has no responsibility and disclaims any liability in connection with third-party digital assets. You agree and acknowledge that your use of such third-party digital assets is done at your sole risk and responsibility.

(ii) you understand that blockchain networks, protocols, smart contracts, and other related technologies may be susceptible to security breaches, exploits, hacks, bugs, and design or implementation flaws that could result in the complete loss of your digital assets. You understand that updates to any network, protocol, smart contract, third-party service, wallet, or related blockchain technologies may contain undetected defects or vulnerabilities that could compromise functionality or security, potentially resulting in loss of digital assets or access to your digital assets.

(iii) you acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems, including but not limited to ethereum, are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your digital assets may lose some or all of their value due to price fluctuations.

(iv) you understand that anyone can create digital assets, smart contracts, decentralized applications, protocols, and other blockchain associated offerings, including fake or fraudulent versions that falsely claim affiliation with legitimate projects (collectively, "blockchain materials").

(v) you have conducted sufficient research and due diligence before executing any transaction, making any purchase or transfer of digital assets, or otherwise interacting with or utilizing any blockchain protocol, other blockchain materials, or any third-party services.

(vi) you acknowledge and agree that ADI does not control any blockchain protocol developed by third parties. Additionally, with the exception of those certain smart contracts that ADI directly owns and controls, ADI does not control nor represent to control all smart contracts available on its chain. ADI makes no representations or warranties regarding the identity, legitimacy, functionality, or authenticity of any

blockchain materials, even if such materials are accessible or displayed through the services.

(vii) you acknowledge and accept you are solely responsible for independently verifying the identity, legitimacy, authenticity, and functionality of any blockchain materials that you choose to interact with and you expressly acknowledge that you, not ADI, shall bear complete and sole responsibility for all such interactions and the outcomes of such interactions with any blockchain materials, including those created by third parties to impersonate or falsely suggest affiliation with legitimate blockchain projects.

(viii) you are solely responsible for safeguarding your wallets, including your wallet credentials, and for any activity that occurs using your wallet or wallet credentials. You understand that any compromise of your wallet credentials may result in the permanent loss of your digital assets and/or access to your wallet. ADI assumes no liability for any such compromise.

(ix) you acknowledge and agree that ADI assumes no responsibility regarding the regulatory classification or legal treatment of any blockchain materials in any jurisdiction that you may access or interact with through the services. You further acknowledge that tokens, digital assets, blockchain technology, and related software and services are subject to significant legal and regulatory uncertainty in the UAE and other jurisdictions. You understand that legislative, judicial and regulatory changes or actions may adversely affect the usage, transferability, transactability, or accessibility of digital assets, bridging, access to interfaces, and/or other parts of the services.

(x) you understand that there may be tax risks related to your use of the services. It is your sole responsibility to determine whether, and to what extent, any taxes apply to your transactions or activities, and to withhold, collect, report, and remit the correct amounts to the appropriate tax authorities.

### 18.3 Third-party risk disclaimers.

You acknowledge and agree that there are certain risks associated with your interactions with third parties, including: (i) interactions with other users of the services and users of third-party services (collectively, "third-party users"); and (ii) your use of third-party services. By interacting with, accessing, or using any third-party users, third-party services, or third-party content, you acknowledge and accept the risks associated and represent and warrant to each of the following:

(i) you acknowledge and agree that ADI possesses no authority or control over any third-party services. You further acknowledge that third-party services and/or third-party content may contain certain risks, including, as applicable, security vulnerabilities, bugs,

and legal uncertainties, and that your use of third-party services or interactions with third-party content may expose you to loss, unauthorized access, compromised data, or other adverse consequences.

(ii) ADI does not audit, review, or guarantee the security, legitimacy, functionality, legality, compliance, or suitability of any third-party services or third-party content, and makes no warranties, representations, or guarantees of any kind with respect to any third-party services or third-party content.

(iii) you acknowledge and agree that ADI makes no warranties, representations, or guarantees regarding the accuracy, availability, reliability, completeness, functionality, legality, security, accessibility, or suitability of any third-party services or third-party content.

(iv) you are solely responsible for independently verifying the identity, legitimacy, authenticity, and functionality of any third-party services, or third-party content that you choose to access or interact with. Even if such third-party services and/or third-party content are accessible or displayed through or on the services. You acknowledge and agree that ADI makes no representations about their legitimacy or safety.

(v) you acknowledge and agree that ADI expressly disclaims all responsibility and liability for any losses arising from your access to, use of, or reliance on any third-party services or third-party content.

(vi) you acknowledge and agree that you shall bear sole and complete responsibility for all interactions, transactions, and engagements with any third-party users and/or third-party services, including any third-party fees. ADI will have no liability or responsibility with respect thereto.

(vii) all disputes between you and any third party, including third-party users or providers of third-party services, are solely between you and such third party. ADI expressly disclaims any and all responsibility or liability arising from such disputes.

#### 19. Limitation of liability.

You expressly understand and agree that the ADI parties will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including damages for loss of goodwill, use, or data or other intangible losses (even if the ADI parties have been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability, or otherwise, arising from or relating to: (a) the use or the inability to use the services, or any part thereof; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services

purchased or obtained or messages received or transactions entered into through or from the services; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on or through the services; (e) interruption or cessation of function related to the services; (f) bugs, viruses, trojan horses, or the like that may be transmitted to or through the services; (g) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the services; (h) third-party services, third party content, and/or other third party materials; or (i) any other matter relating to the services or any part thereof. In no event will the ADI parties' total liability to you for all damages, losses, or causes of action exceed the amount of fees owed by you and which you have paid to ADI in the last six (6) months, or, if greater, one hundred dollars (\$100).

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you or be enforceable with respect to you. If you are dissatisfied with any portion of the services or with these terms, your sole and exclusive remedy is to discontinue use of the services.

## 20. Dispute resolution by binding arbitration

### 20.1 Agreement to arbitrate.

This dispute resolution by binding arbitration section is referred to in these Terms of Service as the "Arbitration Agreement." you irrevocably agree that any and all disputes or claims that have arisen or may arise between you and ADI, whether arising out of in connection with or relating to these Terms of Service including but not limited to their existence, validity, enforceability, termination, or any alleged breach thereof, the services, any advertising, or any aspect of the relationship or transactions between you and ADI, shall be referred to and finally resolved by arbitration under the ADGM Arbitration Centre ("ADGMAC") Rules (here in referred to as the "ADGMAC Rules"), which ADGMAC Rules are deemed to be incorporated by reference into these Terms of Service. The number of arbitrators shall be One nominated by the ADGMAC. The seat, or legal place, of arbitration shall be ADGM in Abu Dhabi, UAE. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive laws of ADGM irrespective of any conflict of laws rules.

### 20.2 Pre-arbitration dispute resolution.

ADI is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to the user's satisfaction by emailing our support team. A party intending to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("notice"). The notice to ADI must be sent in writing ("notice address"). The notice must (i) describe the nature and basis of the claim or dispute and

(ii) set forth the specific relief sought. If ADI and you do not resolve the claim within sixty (60) calendar days after the notice is received, you or ADI may commence an arbitration proceeding. During the arbitration proceeding, the amount of any settlement offers made by ADI or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or ADI is entitled.

### 20.3 Arbitration procedures.

You irrevocably agree that the Arbitration proceedings shall be governed by the Arbitration Rules of ADGM Arbitration Centre and ADGM Arbitration Regulations of 2015 (<https://en.adgm.thomsonreuters.com/rulebook/arbitration-regulations-2015-0>). Arbitration will be conducted by a neutral arbitrator in accordance with ADGMAC Rules, as modified by this arbitration agreement. If there is any inconsistency between any term of the ADGMAC Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these terms of service as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these terms of service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

### 20.4 Costs of Arbitration

All costs of arbitration and payment of all filing, administration, and arbitrator fees (collectively, the "arbitration fees") will be governed by the ADGMAC Rules.

### 20.5 Confidentiality.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

### 21. Severability.

If the arbitrator decides that any term or provision of this arbitration agreement is invalid or unenforceable, the parties agree that ADI shall replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this

arbitration agreement will be enforceable as so modified. The remainder of these terms of service will continue to apply.

## 22. Future changes to Arbitration Agreement.

Notwithstanding any provision in these terms of service to the contrary, ADI agrees that if it makes any future change to this arbitration agreement (other than a change to the notice address) while you are a user of the services, you may reject any such change by sending ADI written notice to the notice address within thirty (30) calendar days of your first interaction with the services after such change to the arbitration agreement. For the avoidance of doubt, such rejection of change, as detailed in this section, only applies to the Arbitration Agreement, and all other terms under these terms of use are immediately binding upon posting. By rejecting any future change to the Arbitration Agreement, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these terms of service (or accepted any subsequent changes to these terms of service).

## 23. User disputes.

Without limiting anything set forth within this agreement, you agree that ADI reserves the right, but has no obligation, to become involved in any disputes between you and any third party, including disputes arising out of third-party content and/or third-party services. ADI may exercise this right in its sole and absolute discretion. For the avoidance of doubt, unless ADI expressly elects to become involved, all disputes between you and any third party shall remain solely between you and the applicable third party.

## 24. General

These Terms of Service (together with the terms incorporated by reference herein) constitute the entire agreement between you and ADI governing your access and use of the services, and supersede any prior agreements between you and ADI with respect to the services. You also may be subject to additional terms and conditions that may apply when you use or access third-party services, or third-party content. These Terms of Service will be governed by the laws of ADGM without regard to conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and ADI submit to the personal and exclusive jurisdiction of the ADGM Courts in ADGM, Abu Dhabi, UAE. The failure of ADI to exercise or enforce any right or provision of these terms of service will not constitute a waiver of such right or provision.

## 25. Severability.

If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms of service remain in full force and effect.

26. Limitations for claims.

To the fullest extent permitted by law, you irrevocably agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the services or these terms of service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

27. Assignment of terms.

You shall not assign these Terms of Service without the prior written consent of ADI, but ADI shall have the right to assign or transfer these Terms of Service, in whole or in part, without restriction, and without prior notice.

28. Relationship of parties.

Nothing in these Terms of Service shall be construed to create any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between you and ADI. ADI is an independent contractor to you in all respects. Neither party has the authority to contract for nor bind the other in any manner whatsoever.

29. No third-party beneficiaries.

This agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these terms.

30. Interpretation.

Headings, section titles, and defined terms in these terms of service are for convenience only, have no legal or contractual effect, and will not be considered when interpreting the terms. As used in these terms of service, (i) the words "include", "includes", and "including" and any variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation" regardless of any

facially differentiated usage herein; (ii) the words "such as", "for example", "e.g.", and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; (iii) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive; and (iv) any reference to any agreement, terms of service, document or other terms herein means such provision or provisions, as amended from time to time.

### 31. Notices.

All notices made or given pursuant to this agreement shall be in the English language. Notices to ADI must be sent by physical mail to the notice address and will be deemed received upon actual delivery. Notices to you may be made via either email, regular mail, or through the use of blockchain technology, and shall be deemed received upon the earlier of (i) actual delivery of such notice; and (ii) five (5) calendar days. Notwithstanding the foregoing, we may also provide notices to you for changes to these Terms of Service or other matters by using public communication channels, and such notice will be effective upon posting.

### 32. Force majeure.

ADI will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of god, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond ADI's reasonable control.

Questions? Concerns? Suggestions? Please contact us to report any violations of these terms of service or to pose any questions regarding these terms of service or the services.

#### Definitions:

**Apps:** software program designed to perform specific tasks, functions, or services for users in connection with digital assets deployed on ADI blockchain by ADI or third parties.

**Digital assets:** any cryptocurrency, virtual currency, virtual commodity, digital representation of value, decentralized application tokens, protocol tokens, cryptofinance coins, tokens, or similar digital assets, blockchain-based assets, or other similar digital representations of assets, whether fungible or non-fungible.