

Terms of Use Agreement

Last Updated Date: July 12, 2022

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS OF USE**” OR “**AGREEMENT**”) CAREFULLY. THIS WEBSITE AND ANY OTHER WEBSITES OF CASTLE LABS, INC. (“**CASTLE**”), ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE “**WEBSITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY CASTLE. THESE TERMS OF USE GOVERN THE USE OF THE WEBSITE AND APPLY TO ALL INTERNET USERS VISITING THE WEBSITE. BY ACCESSING OR USING THE WEBSITE IN ANY WAY, INCLUDING USING THE SERVICES, TECHNOLOGY, PLATFORM AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE (EACH INCLUDING THE WEBSITE A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”). BY USING THE SERVICES, CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, DEPLOYING ASSETS USING OUR SMART CONTRACT, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH CASTLE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY (WHETHER OR NOT SUCH ENTITY IS FORMALLY INCORPORATED) YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

CASTLE IS NOT AN Exchange, funding portal, custodian, trust company, licensed broker, dealer, broker-dealer, investment advisor, investment manager, or adviser in the United States or elsewhere. neither Castle nor our Services give, offer or render investment, tax, or legal advice. CASTLE PROVIDES SOFTWARE THAT ALLOWS YOU TO DEPLOY ASSETS USING A SMART CONTRACT TO potentially generate RETURNS FROM THIRD PARTIES UNAFFILIATED WITH CASTLE. Before making financial or investment decisions, we recommend that you contact an investment advisor, or tax or legal professional.

PLEASE BE AWARE THAT SECTION 16 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

PLEASE BE AWARE THAT SECTION 3.4 (CASTLE COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “**Agreement.**”

PLEASE NOTE THAT The Agreement IS subject to change by Castle in its sole discretion at any time. When changes are made, Castle will make a new copy of the Terms of Use Agreement available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the “Last Updated” date at the top of the Terms of Use Agreement. If we make any material changes, and you have registered with us to create an Account (as defined in Section 4.1 (Registering Your Account) below) we may notify you by email or Discord. Any changes to the Agreement will be effective immediately for new users of the Website and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Registered Users, provided that any material changes shall be effective for Registered Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of a Discord message or an e-mail notice or of such changes to Registered Users (defined in Section 4.1 (Registering Your Account) below). Castle may require you to provide consent to the updated Agreement in a specified manner before further use of the Website, the Castle Smart Contract and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website, the Castle Smart Contract, and/or the Services. Otherwise, your continued use of the Website, the Castle Smart Contract and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. **DESCRIPTION OF THE SERVICES & ITS LIMITATIONS.** The Services include without limitation the Platform and Castle Smart Contract, each as further defined and described below. There important risks and limitations associated with the use of the Services described below and elsewhere in these Terms of Use. Please read them carefully.

1. **The Platform.** In order to access certain Services, you may be required to become a “**Registered User**” by creating an account with Castle as further described in Section 4 below. Castle’s Services include access to its “**Platform**,” which is a proprietary online platform that allows Registered Users to connect a third-party digital wallet (a “**Wallet**”) and visualize such Registered User’s cryptocurrency assets (“**User Assets**”) that are deployed across third-party decentralized lending platforms (each, a “**Third-Party Pool**”). These visualizations may include graphs, projections, and other information about your User Assets (collectively, “**User Asset Information**”). Please understand that Castle does not own or control any Wallet or Third-Party Pool.

2. **Castle Smart Contract.** Castle’s proprietary software (the “**Castle Smart Contract**”) allows licensees of the software to deploy digital currency assets across Third-Party Pools. A Registered User can use the Castle Smart Contract to deploy such Registered User’s User Assets across Third-Party Pools and to receive income from such Third-Party Pools in connection with the User Assets that have been staked (such income, “**Yield**”). A Registered User can, subject to the terms of these Terms of Use, use the Castle Smart Contract to deploy User Assets from a Wallet owned or otherwise controlled by such Registered User across Third-Party Pools according to an automated distribution and rebalancing algorithm. Castle does not have any access to or control over your User Assets when you deploy such User Assets using the Castle Smart Contract, and all use of the Castle Smart Contract is at your own risk. Information that may be provided to you by the Platform about your allocation of your User Assets and any Yield are all considered User Asset Information.

3. **Your User Assets.** When you connect a Wallet and use the Castle Smart Contract to deploy User Assets, you represent and warrant that (a) you own or have the authority to connect to the Wallet; (b) you own or have the authority to deploy such User Assets; (c) all User Assets you deploy or otherwise make available in connection with the Services have been earned, received, or otherwise acquired by you in compliance with all applicable laws; and (d) no User Assets that you deploy or otherwise make available in connection with the Services have been “tumbled” or otherwise undergone any process designed to hide, mask, or obscure the origin or ownership of such User Assets.

4. **Compatibility Risk.** The Services may not be compatible with all forms of cryptocurrency, and certain of your User Assets may not be compatible with the Services. Whether or not a User Asset is then-currently compatible with the Services may change at any time, in Castle’s sole discretion, with or without notice to you.

5. **Yield.** Any Yield that you receive in connection with your use of the Castle Smart Contract to deploy your User Assets to a Third-Party Pool is provided by the applicable Third-Party Pool, and not Castle. Any Yield you receive or do not receive is at the sole discretion of such Third-

Party Pool(s), and Castle shall have no obligation to you to facilitate any Yield payment and no liability to you in connection with any Yield or your failure to receive the same. Castle does not custody or control your User Assets, and does not provide, guarantee, or promise any return or Yield on your User Assets.

6. **Taxes.** You are solely responsible (and Castle has no responsibility) for determining what, if any, taxes apply to any transactions involving your User Assets, including your receipt of any Yield.

2. **Your Assumption of Risk.**

1. When you use the Services, you understand and acknowledge that Castle is not a financial OR INVESTMENT advisor and that the Services ENTAIL A RISK OF LOSS AND may not meet your needs. The Services provided by Castle rely in part on (i) the accuracy of your User Asset Information; (ii) data provided by third parties, including without limitation Third-Party Pools and our suppliers; and (iii) historical market data that may not be applicable in all scenarios. The Services (including your use of the Castle Smart Contract) entail a risk of loss and your use of the Services may not meet your needs. Castle may not be able foresee or anticipate technical or other difficulties which may result in data loss or other service interruptions. Castle encourages you to periodically confirm the valuation of your User Assets through independent sources. Castle is not responsible for your User Assets, and does not and cannot make any guarantee that your User Assets will earn any Yield or that your User Assets will not lose value. The prices of cryptocurrency assets can be extremely volatile. Castle makes no warranties as to the markets in which your User Assets are transferred, purchased, or traded.

2. You understand that the algorithm contained in the Castle Smart Contract may not be suitable for your purposes, could have errors and, like any other software, the Castle Smart Contract could be at risk of third-party malware, hacks or cybersecurity breaches. You agree that it is your responsibility to monitor your User Assets regularly and confirm their proper use and deployment consistent with your intentions.

3. In order to be successfully completed, any transaction involving your User Assets initiated by or sent to your Wallet must be confirmed by and recorded on the blockchain(s) supporting such User Assets. Castle has no control over any blockchain and therefore cannot and does not ensure that any transaction details that you submit or receive via our Services (including without limitation via the Castle Smart Contract) will be validated by or confirmed on the relevant blockchain, and Castle does not have the ability to facilitate any cancellation or modification requests. You accept and acknowledge that you take full responsibility for all activities that you effect through your Wallet and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law. You further accept and acknowledge that:

(a) You represent and warrant that you (a) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Wallet and any Third-Party Pools to which your User Assets may be deployed in connection with the Services; (b) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Wallet and any Third-Party Pools to which your User Assets may be deployed in connection with the Services; (c) know, understand and accept the risks associated with your Wallet and any Third-Party Pools to which your User Assets may be deployed in connection with the Services; and (d) accept the risks associated with blockchain technology and Third-Party Pools generally, and are responsible for conducting your own independent analysis of the risks specific to your use of the Services. You further agree that Castle will have no responsibility or liability for such risks.

(b) Castle is a software provider that does not store, send, or receive your User Assets.

(c) There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections; the risk of malicious software introduction; the risk that third parties may obtain unauthorized access to information stored within your Wallet; and the risk of counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. You accept and acknowledge that Castle will not be responsible for any

communication failures, disruptions, errors, distortions or delays or losses you may experience when using blockchain technology, however caused.

(d) The regulatory regimes governing blockchain technologies, cryptocurrencies, and tokens are uncertain, and new regulations or policies may materially adversely affect the development of the Services.

(e) Castle makes no guarantee as to the functionality of any blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions that are unfavorable to your User Assets. You acknowledge and accept that the protocols governing the operation of a blockchain may be subject to sudden changes in operating rules which may materially alter the blockchain and affect the value and function of any of your User Assets supported by that blockchain.

(f) Castle makes no guarantee as to the security of any blockchain or any Third-Party Pool. Castle is not liable for any hacks, double spending, stolen User Assets, or any other attacks on a blockchain or Third-Party Pool.

(g) The Third-Party Pools are controlled by third parties, and Castle is not responsible for their performance nor any risks associated with the use thereof. The Services rely on, and Castle makes no guarantee or warranties as to the functionality of or access to, any Third-Party Pool, Wallet, or other Third-Party Service.

(h) You control your Wallet, and Castle is not responsible for its performance, nor any risks associated with the use thereof.

3. **USE OF THE SERVICES.**

1. **License to the Services.** Subject to the Agreement, Castle grants you a limited license to access and use the Services, including the Castle Smart Contract, solely as described hereunder. Unless otherwise specified by Castle in a separate license, your right to use any and all Services is subject to this Agreement. You acknowledge and agree that nothing set forth herein shall be construed as a sale of any ownership interest in or to the Services, including the Platform and Castle Smart Contract or any intellectual property rights associated therewith.

2. **Updates.** You understand that Services are evolving. You acknowledge and agree that Castle may update Services with or without notifying you. You may need to update third-party software from time to time in order to use Services.

3. **Certain Restrictions.** The Services are intended for your internal use only. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Castle; (c) you shall not use any metatags or other "hidden text" using Castle's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. Castle, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services may terminate the licenses granted by Castle pursuant to the Agreement.

4. **Castle Communications.** By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail, Discord, text message, calls, and

push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning the Castle and industry developments.

5. **Third-Party Services.** Certain features of the Services may rely on third-party websites, applications, and advertisements for third parties accessible or otherwise connected to the Services but not provided by Castle, including without limitation any Third-Party Pool and your Wallet ("**Third-Party Services**"). Notwithstanding anything to the contrary in these Terms of Use, you acknowledge and agree that Castle shall not be liable for any damages, liabilities, or other harms in connection with your inability to access the Third-Party Services. Notwithstanding anything to the contrary in these Terms of Use, Castle shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of Third-Party Services or any other circumstances beyond Castle's control, including without limitation the failure of a blockchain or third-party services provider.

4. **REGISTRATION.**

1. **Registering Your Account.** In order to access certain features of Services you may be required to become a Registered User. As noted above, a "**Registered User**" is a user who has registered an account through the Services ("**Account**"). You may be able to connect one or more Wallets to your Account.

2. **Registration Data.** In registering an Account through the Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the "**Registration Data**"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using Services under the laws of the United States, your place of residence or any other applicable jurisdiction. If you are acting on behalf of a DAO or other entity, whether or not such entity is formally incorporated under the laws of your jurisdiction, you represent and warrant that you have all right and authority necessary to act on behalf of such entity. You acknowledge and agree that the Services will only function properly and provide usable results if the Registration Data and other User Asset Information is accurate and complete. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of Services by minors. You may not share your Account or password with anyone, and you agree to (y) notify Castle immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Castle has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Castle has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree not to create an Account or use the Services if you have been previously removed by Castle, or if you have been previously banned from any of the Services.

3. **Connecting Your Wallet.** In order to access certain features of the Services you need to connect a Wallet that is supported by or compatible with the Services. You cannot create a Wallet using the Services. You represent that you are entitled to connect any Wallet that you connect to the Services and to grant any permissions that you grant us in and to such Wallet in order to facilitate any Services. Please note that if a Wallet or associated service becomes unavailable or Castle's access to such Wallet is terminated by the Wallet provider, then you will no longer be able to integrate such Wallet with the Services, and we disclaim all liability in connection with the foregoing, including without limitation any failure to access your User Assets. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR WALLET IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND CASTLE DISCLAIMS ANY LIABILITY FOR INFORMATION THAT MAY BE PROVIDED TO IT OR USER ASSETS THAT MAY BE DEPLOYED TO A CASTLE SMART CONTRACT BY SUCH THIRD-PARTY SERVICE

PROVIDERS IN VIOLATION OF THE SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS.

4. **User Representations.** When you use the Services, you represent and warrant that you: (a) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of the Services; (b) know, understand and accept the risks associated with blockchain technology and digital assets; and (c) accept the risks associated with blockchain technology generally, and are responsible for conducting your own independent analysis of the risks specific to any User Assets you deploy using the Castle Smart Contract. You further agree that Castle will have no responsibility or liability for such risks.

5. **Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Castle.

6. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services as applicable. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

5. RESPONSIBILITY FOR CONTENT.

1. **Types of Content.** You acknowledge that all data, information, and other content ("**Content**"), including the Services, is the sole responsibility of the party from whom such Content originated. This means that you, and not Castle, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through Services ("**Your Content**").

2. **No Obligation to Pre-Screen Content.** You acknowledge that Castle has no obligation to pre-screen Content, although Castle reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Castle pre-screens, refuses or removes any Content, you acknowledge that Castle will do so for Castle's benefit, not yours. Without limiting the foregoing, Castle shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

3. **Storage.** Castle has no obligation to store any of Your Content that you Make Available on or through the Services. Castle has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Castle retains the right to create reasonable limits on Castle's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by Castle in its sole discretion.

6. OWNERSHIP.

1. **Services.** Except with respect to Your Content and, you agree that as between you and Castle, Castle and its suppliers own all rights, title and interest in Services including but not limited to, any software, computer code, algorithms, technology, themes, objects, concepts, artwork, animations, sounds, methods of operation, and documentation, as well as all intellectual and proprietary rights related thereto. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services.

2. **Trademarks.** Castle's stylized name and all related graphics, logos, service marks and trade names used on or in connection with any Services or in connection with the Services are

the trademarks of Castle and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in Services are the property of their respective owners.

3. **Your Content.** Castle does not claim ownership of Your Content. However, when you as a Registered User provide Your Content on or in the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

4. **License to Your Content.** Subject to any applicable Account settings that you select, you grant Castle a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of: (i) operating and providing Services to you; (ii) improving the Services; and (iii) developing new products and services. You agree that you, not Castle, are responsible for all of Your Content that you Make Available on or in Services.

5. **Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on Services, you hereby expressly permit Castle to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

6. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Castle through its suggestion, feedback, wiki, Discord, forum, or other pages or means ("**Feedback**") is at your own risk and that Castle has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Castle a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Services and/or Castle's business.

7. **USER CONDUCT.** You agree that you are solely responsible for your conduct in connection with the Services. You agree that you will abide by this Agreement and will not (and will not attempt to): (a) provide false or misleading information to Castle; (b) use or attempt to use another Registered User's Wallet without authorization from such Registered User; (c) pose as another person or entity; (d) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Registered Users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner; (e) develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services; (f) bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services; (g) attempt to circumvent any content-filtering techniques we employ; (h) use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Services, extract data or otherwise interfere with or modify the rendering of Service pages or functionality; (i) collect or harvest data from our Services that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities; (j) use data collected from our Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing); (k) bypass or ignore instructions that control all automated access to the Services; (l) use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement; (m) use your Wallet to carry out any illegal activities in connection with or in any way related to your access to and use of the Services, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services; (n) engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive or manipulative trading activities, including: (i) trading a User Assets at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial

appearance of activity in such User Asset, unduly or improperly influencing the market price for such User Asset on the Services or any Third-Party Pool or establishing a price which does not reflect the true state of the market in such User Asset; (ii) for the purpose of creating or inducing a false or misleading appearance of activity in a User Asset or creating or inducing a false or misleading appearance with respect to the market in a User Asset: (Y) executing or causing the execution of any transaction in a User Asset which involves no material change in the beneficial ownership thereof; or (Z) entering any order for the purchase or sale of a User Asset with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such User Asset, has been or will be entered by or for the same or different parties; or (iii) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a User Asset; (o) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, debt financings, equity financings or other similar transactions; (p) use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments, (ii) give owners rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts; (q) Make Available any Content that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; or (r) attempt to access any Wallet that you do not have the legal authority to access. Any unauthorized use of any Services terminates the licenses granted by Castle pursuant to the Agreement.

8. FEES.

1. **Fees.** Castle does not currently assess any fees or charges ("**Fees**") in connection with the Services. Castle may decide to assess or charge Fees in the future for existing Services, or add new Services for additional Fees, at any time in its sole discretion.

9. Indemnification.

You agree to indemnify and hold Castle, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "**Castle Party**" and collectively, the "**Castle Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any Services; (c) your violation of the Agreement, including any of your representations or warranties hereunder; (d) your violation of any rights of another party, including any Registered Users; (e) your failure to provide accurate or complete data in connection with your use of the Services; or (f) your violation of any applicable laws, rules or regulations. Castle reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Castle in asserting any available defenses. This provision does not require you to indemnify any of the Castle Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to Services.

10. RELEASE

TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU HEREBY RELEASE THE CASTLE PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS WHICH MAY BE SUSTAINED BY YOU WHILE USING, ARISING OUT OF, OR IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING ANY DIMINUTION OF VALUE TO OR LOSS OR THEFT OF ANY USER ASSETS. TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS RELEASE IS BINDING UPON YOUR RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, BENEFICIARIES, PARTNERS, AND ANY OTHER AFFILIATES OR INTERESTED PARTIES.

To the maximum extent permissible by applicable law, you waive and relinquish any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver, including any all rights and benefits which you have or may have under California Civil Code Section 1542 or any similar provision of the statutory or non-statutory law of any other jurisdiction to the full extent that you may lawfully waive all such rights and benefits. You

acknowledge that the releases in these Terms of Use are intended to be as broad and inclusive as permitted by law, and as a complete and continuous release and waiver of liability for any and all use of the Services.

11. **DISCLAIMER OF WARRANTIES AND CONDITIONS.**

1. **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SERVICES IS AT YOUR SOLE RISK, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. CASTLE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE. THE CASTLE PARTIES MAKE NO REPRESENTATION THAT THE SERVICES, INCLUDING THE CASTLE SMART CONTRACT, WILL FUNCTION AS INTENDED OR BE SUITABLE FOR YOUR PURPOSES, AND YOU BEAR ALL RISK ASSOCIATED WITH ANY USER ASSETS THAT YOU USE IN CONNECTION THEREWITH.

(a) CASTLE PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF SERVICES WILL BE ACCURATE OR RELIABLE. CASTLE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CASTLE SMART CONTRACT OR YOUR USE OF THE SAME. THE CASTLE PARTIES MAKE NO REPRESENTATION THAT THE SERVICES, INCLUDING THE CASTLE SMART CONTRACT, WILL BE FREE OF THIRD PARTY MALWARE, HACKS OR OTHER CYBSECURITY BREACHES.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. CASTLE MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CASTLE OR THROUGH SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

2. From time to time, Castle may offer new "beta" features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Castle's sole discretion. The provisions of this section apply with full force to such features or tools.

3. **Castle Is Not an Investment Advisor.** NEITHER CASTLE NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, OR DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES. NEITHER CASTLE NOR ITS SUPPLIERS OR LICENSORS SHALL BE CONSIDERED AN "EXPERT" UNDER THE SECURITIES ACT OF 1933. NEITHER CASTLE NOR ITS SUPPLIERS OR LICENSORS WARRANT THAT THIS WEBSITE COMPLIES WITH THE REQUIREMENTS OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, THE SECURITIES AND EXCHANGE COMMISSION OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.

4. **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT CASTLE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD CASTLE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND THIRD-PARTY POOLS, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. Castle shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or

entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond Castle control, including without limitation through the deployment of User Assets to any Third-Party Pool in connection with the Services.

5. **No Liability in Connection with Open-Source Software.** Notwithstanding anything to the contrary in these Terms of Use, you acknowledge and agree that any software or services you access under the terms of an OSS license ("**OSS License**") is at your own risk, and Castle shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances outside beyond Castle control, including without limitation through your use of any content under the terms of an OSS License.

6. **No Liability for Third-Party Materials.** As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Castle to monitor such materials and that you access these materials at your own risk.

12. **LIMITATION OF LIABILITY.**

1. **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL CASTLE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT CASTLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR USE OF SERVICES (INCLUDING THE CASTLE SMART CONTRACT) OR ANY COMMUNICATIONS, INTERACTIONS OR EXCHANGES WITH OTHER USERS OF SERVICES OR THIRD PARTIES THAT INTERACT WITH THE SERVICES, ON ANY THEORY OF LIABILITY, INCLUDING ANY SUCH DAMAGES RESULTING FROM: (a) LOSS OR DIMINISHMENT IN VALUE OF USER ASSETS, (b) THE USE OR INABILITY TO USE SERVICES; (c) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH SERVICES; (d) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (e) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN CONNECTION WITH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY POOL; (f) ANY USE OF THE CASTLE SMART CONTRACT, OR (g) ANY OTHER MATTER RELATED TO SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A CASTLE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A CASTLE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A CASTLE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

2. **Cap on Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, CASTLE PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) \$100; or (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES where such remedy or penalty cannot be waived or reduced pursuant to this agreement. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A CASTLE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A CASTLE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A CASTLE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

3. **User Content.** CASTLE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

4. **Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

5. **Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CASTLE AND YOU.

13. **MONITORING AND ENFORCEMENT.** If Castle becomes aware of any possible violations by you of the Agreement, Castle reserves the right to investigate such violations. If, as a result of the investigation, Castle believes that criminal activity has occurred, Castle reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Castle is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including your Wallet address and other Registration Data, in Castle's possession in connection with your use of Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Castle, its Registered Users or the public, and all enforcement or other government officials, as Castle in its sole discretion believes to be necessary or appropriate.

14. **TERM AND TERMINATION.**

1. **Term.** The Agreement commences on the date when you accept the Agreement (as described in the preamble above) and remain in full force and effect while you use Services, unless terminated earlier in accordance with the Agreement.

2. **Prior Use.** Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used Services or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

3. **Termination of Services by Castle.** Castle reserves the right to terminate this Agreement and your access to the Services at any time, for any or for no reason, with or without notice to you.

4. **Termination of Services by You.** If you want to terminate the Services provided by Castle, you may do so by (a) notifying Castle at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Castle's address set forth below.

5. **Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Castle will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, indemnification and limitation of liability.

6. **No Subsequent Registration.** If your registration(s) with, or ability to access, Services or any other Castle community, is discontinued by Castle due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access Services or any Castle community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for any Fees related to those Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Castle reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

15. **INTERNATIONAL USERS.** Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Castle intends to announce such Services or Content in your country. Services are controlled and offered by Castle from its facilities in the United States of America. Castle makes no representations that Services are appropriate or available for use in

other locations. Those who access or use Services from other countries do so at their own volition and are responsible for compliance with local law.

16. **DISPUTE RESOLUTION. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires users to arbitrate disputes with Castle and limits the manner in which you can seek relief from us.**

1. **Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Castle, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify; and (b) you or Castle may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

2. **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent [include name and address of registered agent here]. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Castle will pay them for you. In addition, Castle will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

3. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Castle. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

4. **Waiver of Jury Trial.** YOU AND CASTLE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Castle are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1 (Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

5. **Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of New York. All other disputes, claims, or requests for relief shall be arbitrated.

6. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: [insert email address], within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Castle username (if any), the email address and/or Wallet address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

7. **Severability.** Except as provided in Section 16.5 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

8. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Castle.

9. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Castle makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Castle at the following email address: contact@castle.finance

17. GENERAL PROVISIONS.

3. **Independent Contractors.** The relationship of Castle and you under this Agreement is that of independent contractors. Notwithstanding anything else set forth herein, neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other. Your use of the Services shall not imply, suggest, or otherwise attempt to create an employment relationship between Castle and you.

4. **Electronic Communications.** The communications between you and Castle may take place via electronic means, whether you visit Services or send Castle e-mails, or whether Castle posts notices on Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Castle in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Castle provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**E-Sign**").

5. **Release.** You hereby release Castle Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Services, including but not limited to, any interactions with or conduct of other Registered Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of Services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or

any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Castle Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder.

6. **Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Castle's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

7. **Force Majeure.** Castle shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

8. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Services, please contact us at: contact@castle.finance. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

9. **Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Castle agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in New York County, New York.

10. **Governing Law.** The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of California consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the AGREEMENT.

11. **Choice of Language.** It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

12. **Notice.** Where Castle requires that you provide an e-mail address, you are responsible for providing Castle with your most current e-mail address. In the event that the last e-mail address you provided to Castle is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Castle's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Castle at the following email address: contact@castle.finance

13. **Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14. **Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

15. **Export Control.** You may not use, export, import, or transfer Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Services, and any other applicable laws. In particular, but without limitation, Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Castle are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Castle products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

16. **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

17. **Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.