



# Terms of Service

Updated July 17, 2023

These Terms of Service (the “**Agreement**”) explain the terms and conditions by which you may access and use the Aera Protocol and other platforms (collectively, “**Products**”) provided by Aera Foundation (referred to herein as “**Aera**”, “**us**”, or “**we**”). The Products shall include <https://aera.finance/product>, a web-based user interface and mobile application (the “**Interface**”). ***This Agreement contains important information, including a binding arbitration provision and class action waiver, both of which impact your rights as to how disputes will be resolved. Please read this Agreement carefully. By accessing or using any of the Products (which includes funding your designated Aera Vault), you indicate that you have read, understand, and agree to be bound by this Agreement in its entirety, which may be modified from time to time in our sole and absolute discretion in accordance with Section 2 below. If you do not agree, then you are not authorized to access or use any of our Products.***

To access or use any of our Products, you must be able to form a legally enforceable agreement with us. Accordingly, you represent and warrant that you have full right, power, and authority to enter into and comply with the terms of this Agreement on behalf of yourself and/or any other entity on whose behalf you may access the Interface or use the Products. You further represent and warrant that your entering into and performing this Agreement will not conflict with or contravene any legally enforceable instrument by which you are, or any other entity on whose behalf you may access the Interface or use the Products is, bound. You further represent and warrant that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including the SDN List maintained by the Office of Foreign Assets Control of the United States Department of the Treasury), or (b) a citizen, resident, or entity organized in a jurisdiction or territory that is the subject of comprehensive sanctions by the United States of America. Finally, you represent and warrant that your access and use of any of our Products will not violate or contravene any applicable laws or regulations, and that you will not access or use any of our Products to conduct, promote, or otherwise facilitate any activity that is prohibited by any law, rule, or regulation applicable to us or to you.

## 1. Our Products

### 1.1. The Interface

The Interface provides a web-based or mobile-based means of access to a decentralized protocol on a number of public blockchains that allow users to submit their treasuries for risk management, treasury allocation recommendations, and vault adjustments in accordance with prevailing digital asset market conditions (the “**Aera Protocol**”, or the “**Protocol**”).

The Interface is distinct from the Protocol and is one, but not the exclusive, means of accessing the Protocol. The Protocol itself may have multiple versions, each of which will comprise open-source or source-available self-executing smart contracts that are deployed on a number of public blockchains, such as Ethereum and/or Polygon. Aera Foundation does not control or operate any version of the Protocol on any blockchain. By using the Interface, you acknowledge and agree that you are neither buying nor selling digital assets from us, and



that we do not operate any vaults or liquidity pools on the Protocol or control transaction execution on the Protocol. Deployments of assets and other code between blockchains may make use of cross-chain “bridges” to facilitate the transfer. We do not control nor develop the software required to operate such bridges, and cannot guarantee the safe, efficient, or effective transfer of anything using such bridges. You acknowledge and agree that such bridges carry inherent vulnerabilities which may contribute to a partial or total loss of the transferred assets or information, but that we, you, or other parties may yet utilize them as part of Protocol operations.

To access the Products, you must use non-custodial wallet software, which allows you to transact with public blockchains. Your relationship with the provider of such non-custodial wallet will be governed by separate terms of service with such provider. We will not have custody or control over the contents of your wallet, and will have no ability to transfer or retrieve its contents. By connecting your wallet to our Interface or linking it to any version of our Products, you agree to be bound by this Agreement.

### **1.2. Other Products**

We may from time to time offer additional products, and such additional products shall be considered a Product as used herein, regardless of whether such product is specifically described in this Agreement.

### **1.3. Third-Party Services and Content**

When you use any of our Products, you may also be using the products, services, or content of one or more third-parties. Your use of such third-party products, services, or content may be subject to separate policies, terms of use, and fees from such third-parties, and by using our Products, you agree to be responsible for such policies, terms of use, and fees, as applicable.

## **2. Modifications of this Agreement or Our Products**

### **2.1. Modifications of this Agreement**

We reserve the right, in our sole and absolute discretion, to modify or amend this Agreement from time to time. If we make any material modifications, we will refresh the date at the top of this Agreement and maintain a current version of this Agreement at <https://aera.finance/terms-of-service>. All modifications will be effective when they are posted, and your continued accessing or use of any of the Products shall indicate your acceptance of such modifications. You waive any right you may have to receive specific notice of such modifications. If you do not wish to be bound by any such modifications, then you must stop accessing and using all of our Products.

### **2.2. Modifications of Products**

We reserve the right, with or without notice to you, to: (a) modify, substitute, eliminate, or enhance any Product; and (b) review, modify, filter, disable, delete, or remove any and all content and information from any Product. However, we have no obligation to update any



Product. You agree that it is your responsibility to monitor changes to the Products that may affect you.

### **3. Intellectual Property Rights**

#### **3.1. Intellectual Property Rights in General**

We own all intellectual property and other rights in each of our Products and their respective contents, to the extent not otherwise designated by such Product or Product component. Subject to the terms and conditions of this Agreement, we grant to you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use our Products solely in a manner contemplated by this Agreement. You agree that you will not use, modify, distribute, tamper with, reverse engineer, disassemble, or decompile any of our Products for any purpose other than as expressly permitted by this Agreement. You have no other rights in any of our Products except those expressly granted to you by this Agreement.

By using any of our Products, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you post on or through any of our Products for our current and future business purposes; including to provide, promote, and improve the Products. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license (with the right to sublicense) to use, copy, modify, or create derivative works based upon any suggestions or feedback that you provide to us on the Products for any purpose.

You represent and warrant that you have all requisite rights, licenses, consents, permissions, powers, and authorities necessary to grant the rights that you grant herein for any material that you list, post, promote, or display on or through any of our Products. You further represent and warrant that such content does not contain any material subject to any intellectual property rights of another except those for which you have obtained the proper authorization and right to use, post, and grant the corresponding licenses to us as described above. You also represent and warrant that your posting or use of any such content does not violate any applicable law or regulation.

#### **3.2. Third-Party Resources**

Our Products may contain references or links to third-party resources, including information, materials, products, or services, that we neither own nor control. We do not approve, monitor, endorse, make any representations or warranties about, or assume any responsibility for any such third-party resources. If you access any such resources, you do so at your own risk, and you acknowledge and agree that this Agreement does not apply to your dealings or relationships with such third-parties. You expressly release us from any and all liability to you which may arise from your use of any such resources.

#### **3.3. Additional Rights**



We reserve the right to cooperate with any law enforcement, court, or other governmental authority that requests or directs that we disclose information or content that you provide in connection with your use of the Products.

#### 4. Your Responsibilities

##### 4.1. Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Products:

- **Intellectual Property Infringement.** Activity that infringes upon or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under any applicable law.
- **Cyberattack.** Activity that seeks to interfere with, circumvent or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, smart contract or other information technology system, including activities such as the deployment of viruses, exploitations of any source code or smart contract (including operations that may be technically permitted by a smart contract but may nevertheless be a violation of this Agreement and the law), or denial of service attacks.
- **Fraud and Misrepresentation.** Activity that seeks to defraud us or any other person or entity, including the provision of any false, inaccurate, or misleading information in order to unlawfully obtain property or consent from another.
- **Market Manipulation.** Activity that violates any applicable, law, rule, or regulation pertaining to the integrity of trading markets.
- **Securities and Derivatives Violations.** Activity that violates any applicable law, rule, or regulation concerning the issuance or trading of securities or derivatives, including the unregistered offering of securities and the unauthorized offering or trading of leveraged or margined commodity-, equity-, or index-based derivatives to any person.
- **Unlawful Conversion of Property.** Buying, selling, or transferring stolen, fraudulently obtained, or otherwise unlawfully obtained property.
- **Data Mining or Scraping.** Activity that involves data mining, scraping, or similar data extraction methods used for gathering and extracting information from any of our Products.
- **Other Unlawful Conduct.** Any activity that violates or contravenes any applicable law, rule, or regulation of the Cayman Islands or any other pertinent jurisdiction.

##### 4.2. Transaction and Allocation Risk – No Guarantees

You acknowledge and agree that transactions and allocations may be recommended for your vault by other Protocol participants while you participate in the Protocol and other Products. Such recommendations should not be received as professional or investment advice and you agree and understand that such recommendations are not from us and that you have not received any investment advice from us in connection with your participation in the Protocol and other Products. We do not evaluate suitability of any such recommendations for any participant, and strongly encourage you to ensure that you have obtained adequate and independent legal, tax, investment, and other professional advice before accepting or executing any recommendation that you receive or any transaction that is proposed. Any



transactions involving your vault are done at your initiation. No entity that participates in the Protocol will have any fiduciary duty to you.

We make no representations or guarantees pertaining to the reliability, accuracy, or reasonableness of any transaction or allocation recommendations, nor of the reliability of any trading and settlement processes involving any underlying blockchains or third-party platforms. You participate in the Protocol and use the Products with full knowledge that all of the funds in your vault may be at risk of loss or misappropriation even in ways that are not readily foreseeable at present.

For any transaction or allocation recommendations that you should submit or execute as a participant in the Protocol, you do so at your own risk, understanding that digital asset markets are nascent and often volatile and that no financial model or performance projection is completely reliable, or completely free from bias or errors.

### **4.3. Non-Custodial Vaults; No Fiduciary Duties**

Each of the Products will be purely non-custodial applications, meaning that we do not ever take or have custody, possession, or control over your digital assets at any time. This also means that you are solely responsible for the custody and security of your cryptographic private keys for the digital wallet assets that you hold, and that you should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, nor liability to you in connection with, your use of a wallet. We make no representations or warranties regarding how any of our Products will operate with any specific wallet. Accordingly, you are solely responsible for any wallet associated with you. We accept no responsibility for any acts or omissions concerning your wallet, including any compromise of your wallet by a third-party.

This Agreement is not intended to, and does 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. Due to the non-custodial and decentralized nature of the Protocol, we are not intermediaries, agents, advisors or custodians, and we do not have a fiduciary relationship or obligation to you regarding any decisions or actions you take regarding, or with respect to your use of, the Protocol.

### **4.4. Compliance and Tax Obligations**

One or more of our Products may be unavailable or inappropriate for use in your jurisdiction. By accessing or using any of our Products, you acknowledge and agree that you are solely and entirely responsible for complying with all laws and regulations that may apply to you. Your use of our Products or the Protocol may result in various tax consequences pertaining to your income, capital gains, value-added, sales, or purchases of goods and services. It is solely your responsibility to determine the applicability of any taxes to your activities on the Protocol or to your access and use of the Products. You alone will be responsible for appropriately reporting and paying any applicable tax obligations.

### **4.5. Gas Fees**



Blockchain transactions require the payment of transaction fees to the appropriate network (“**Gas Fees**”). You will be solely responsible for paying any applicable Gas Fees for any transaction that you initiate through the Protocol or any of our Products.

#### **4.6. Release of Claims**

You acknowledge and agree that you assume all risks in connection with your access and use of the Protocol or of any of our Products. You further expressly waive and release us from any and all liability, claims, causes of action, losses, or damages (“**Losses**”) arising from or in any way relating to your use of any of our Products. If you are a resident of the State of California, you hereby waive the benefits and protections of California Civil Code § 1542, which provides (in pertinent part): “[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.”

### **5. Disclaimers**

#### **5.1. ASSUMPTION OF RISK – GENERAL**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PROTOCOL OR ANY THE PRODUCTS IS AT YOUR SOLE RISK. BY ACCESSING AND USING ANY OF OUR PRODUCTS, YOU REPRESENT AND WARRANT THAT YOU ARE SUFFICIENTLY FINANCIALLY AND TECHNOLOGICALLY SOPHISTICATED TO UNDERSTAND AND COMPETENTLY ASSUME THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS, AND THAT YOU HAVE A FUNCTIONAL KNOWLEDGE OF THE USAGE AND INTRICACIES ASSOCIATED WITH DIGITAL ASSETS, DIGITAL ASSET PLATFORMS, AND DIGITAL ASSET MARKETS. WE DO NOT OWN OR CONTROL ANY OF THE UNDERLYING SOFTWARE OR HARDWARE THROUGH WHICH BLOCKCHAIN NETWORKS ARE FORMED AND OPERATED.

YOU ACKNOWLEDGE AND UNDERSTAND THAT DIGITAL ASSET MARKETS ARE NASCENT AND HIGHLY VOLATILE DUE TO CERTAIN FACTORS INVOLVING MATTERS SUCH AS BREADTH OF ADOPTION, SPECULATION BY PARTICIPANTS, TECHNOLOGICAL PROGRESS AND LIMITATIONS, CYBERSECURITY, AND LAWS AND REGULATIONS. CERTAIN DIGITAL ASSETS DESCRIBED AS “STABLECOINS” PROVIDE NO GUARANTEE OF PRICE STABILITY REGARDLESS OF WHICH ASSET THEY MAY BE INDEXED TO. SUCH STABLECOINS MAY ALSO NOT HAVE ADEQUATE RESERVES TO SUPPORT ALL OF THEIR ISSUANCES, AND MAY BE SUBJECT TO SUDDEN OR SIGNIFICANT PRICE MOVEMENTS OR OUTSIZED REDEMPTION DEMANDS. SOME DIGITAL ASSETS, INCLUDING STABLECOINS, HAVE LOST ALL VALUE IN THE PAST, AND MAY DO SO IN THE FUTURE.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT SMART CONTRACT TRANSACTIONS EXECUTE AND SETTLE AUTOMATICALLY, AND THAT BLOCKCHAIN TRANSACTIONS ARE IRREVERSIBLE ONCE CONFIRMED. YOU ACKNOWLEDGE AND AGREE THAT THE COST AND SPEED OF TRANSACTING WITH CRYPTOGRAPHIC AND BLOCKCHAIN SYSTEMS SUCH AS ETHEREUM ARE VARIABLE AND MAY INCREASE



SIGNIFICANTLY AT ANY TIME. WE HAVE NO CONTROL OVER ANY PAYMENTS OR TRANSACTIONS INVOLVING SMART CONTRACTS WHICH TAKE PLACE ON THE PROTOCOL OR WITH ANY PRODUCT ONCE THEY ARE EXECUTED. ACCORDINGLY, WE WILL HAVE NO ABILITY TO REVERSE ANY SUCH PAYMENTS OR TRANSACTIONS.

ALTHOUGH IT IS INTENDED TO PROVIDE ACCURATE AND TIMELY INFORMATION, THE PRODUCTS, INCLUDING THE INTERFACE, MAY NOT ALWAYS BE ENTIRELY ACCURATE, COMPLETE OR CURRENT AND MAY ALSO INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. INFORMATION AVAILABLE FROM OUR PRODUCTS MAY BE CHANGED OR UPDATED FROM TIME TO TIME WITHOUT NOTICE. ACCORDINGLY, YOU SHOULD VERIFY ALL INFORMATION BEFORE RELYING ON IT, AND ALL DECISIONS BASED ON INFORMATION CONTAINED IN OUR PRODUCTS ARE YOUR SOLE RESPONSIBILITY AND WE SHALL HAVE NO LIABILITY FOR SUCH DECISIONS. LINKS TO THIRD-PARTY MATERIALS (INCLUDING WEBSITES) MAY BE PROVIDED AS A CONVENIENCE, BUT ARE NOT CONTROLLED BY US. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY ASPECT OF THE INFORMATION, CONTENT OR SERVICES CONTAINED IN ANY THIRD-PARTY MATERIALS OR ON ANY THIRD-PARTY SITES ACCESSIBLE OR LINKED TO THE PRODUCTS.

YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT CREATE, OWN, OR OPERATE ANY CROSS-CHAIN BRIDGES, NOR DO WE MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SAFETY OR SOUNDNESS OF ANY CROSS-CHAIN BRIDGE, INCLUDING ANY THAT MAY BE USED FOR PROTOCOL GOVERNANCE.

YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY OF THE FOREGOING VARIABLES OR RISKS, THAT WE DO NOT OWN OR CONTROL THE PROTOCOL, AND WILL NOT BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU MAY EXPERIENCE WHILE ACCESSING OR USING THE PROTOCOL OR ANY PRODUCT. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS ASSOCIATED WITH ACCESSING AND USING THE PROTOCOL OR ANY PRODUCT.

## **5.2. NO WARRANTIES**

EACH OF OUR PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE FULLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND PERTAINING TO OUR PRODUCTS OR THE PROTOCOL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOU USE THE PROTOCOL AND EACH OF OUR PRODUCTS AT YOUR OWN RISK. WE NEITHER REPRESENT NOR WARRANT THAT ACCESS TO THE PROTOCOL AND EACH OF THE PRODUCTS WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR SECURE; THAT THE INFORMATION CONTAINED IN ANY OF OUR PRODUCTS WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT; OR THAT ANY OF OUR PRODUCTS WILL BE FREE FROM ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL ELEMENTS. NO ADVICE, INFORMATION, OR STATEMENT THAT WE MAKE SHOULD BE TREATED AS CREATING ANY WARRANTY CONCERNING THE PROTOCOL OR ANY OF PRODUCT. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME



RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY ANY THIRD-PARTY CONCERNING OUR PRODUCTS.

SIMILARLY, THE PROTOCOL IS PROVIDED “AS IS”, AND WITHOUT WARRANTIES OF ANY KIND. UPGRADES AND MODIFICATIONS TO THE PROTOCOL ARE GENERALLY MANAGED BY A COMMUNITY OF STAKEHOLDERS AND HOLDERS OF THE AERA TOKEN. YOU ACKNOWLEDGE AND AGREE THAT NO DEVELOPER OR ENTITY INVOLVED IN CREATING THE PROTOCOL WILL BE LIABLE FOR ANY CLAIMS OR DAMAGES WHATSOEVER ASSOCIATED WITH YOUR USE, INABILITY TO USE, OR YOUR INTERACTION WITH ANY OTHER USERS OF OR PARTICIPANTS IN, THE PROTOCOL; INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES – ALSO INCLUDING THOSE PERTAINING TO LOSS OF PROFITS OR ANY OTHER ASSETS OR ITEMS OF VALUE. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY ANY THIRD-PARTY CONCERNING THE PROTOCOL OR ANY PRODUCTS.

## **6. Indemnification**

YOU AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY US AND OUR DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUBSIDIARIES FROM AND AGAINST ALL LOSSES ARISING FROM: (A) YOUR ACCESS AND USE OF ANY OF OUR PRODUCTS; (B) YOUR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, THE RIGHT OF ANY THIRD-PARTY, OR ANY APPLICABLE LAW, RULE, OR REGULATION; (C) ANY OTHER PARTY’S ACCESS AND USE OF ANY OF OUR PRODUCTS WITH YOUR ASSISTANCE USING ANY DEVICE OR ACCOUNT THAT YOU OWN OR CONTROL; AND (D) ANY DISPUTE BETWEEN YOU AND (I) ANY OTHER USER OF THE PRODUCTS, OR (II) ANY OF YOUR OWN CUSTOMERS OR USERS.

## **7. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, WHICH MAY ARISE OUT OF OR RELATE TO YOUR ACCESS, USE, OR INABILITY TO ACCESS OR USE ANY OF THE PRODUCTS, NOR WILL WE BE RESPONSIBLE FOR ANY LOSSES RESULTING FROM UNAUTHORIZED ACCESS OR MODIFICATION, CYBERATTACK, OR MALICIOUS CODE EXPLOIT INVOLVING ANY OF THE PRODUCTS OR THE INFORMATION CONTAINED THEREIN, REGARDLESS OF WHETHER BASED IN CONTRACT, TORT, OR STATUTE; AND REGARDLESS OF WHETHER ANY AUTHORIZED REPRESENTATIVE OF AERA FOUNDATION HAS BEEN ADVISED OF OR HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH RESPONSIBILITY OR POTENTIAL DAMAGE, LOSS, OR INJURY.

WE ASSUME NO LIABILITY NOR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT IN OUR PRODUCTS; (B) UNAUTHORIZED ACCESS OR MISUSE OF ANY SERVER OR DATABASE UNDER OUR CONTROL, INCLUDING ANY SUCH UNAUTHORIZED ACCESS OR MISUSE OF THE DATA CONTAINED THEREIN; (C)





INTERRUPTION OR CESSATION OF SERVICE FOR ANY PRODUCTS; (D) MALICIOUS CODE OR EXPLOITATIVE PROGRAMS WHICH MAY BE TRANSMITTED THROUGH THE PROTOCOL OR OUR INTERFACE OR PRODUCTS; (E) ERRORS OR OMISSIONS CONTAINED IN ANY OF THE PRODUCTS; AND (F) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY.

WE ASSUME NO LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSSES THAT MAY ARISE AS A RESULT OF ANY PAYMENTS OR TRANSACTIONS THAT YOU ENGAGE IN BY MEANS OF ANY OF OUR PRODUCTS.

## 8. Governing Law, Dispute Resolution, and Class Action Waiver

### 8.1. Governing Law

You acknowledge and agree that the laws of the Cayman Islands, without regard to conflict of laws principles, shall govern this Agreement and any Dispute between you and us. You further agree that each of our Products shall be deemed to be based solely in the Cayman Islands, and that although a Product may be made available in other jurisdictions, its availability alone does not grant general or specific jurisdiction to any forum beyond those of the Cayman Islands. Any arbitration conducted pursuant to this Agreement shall be governed by JAMS. You agree that the courts of the Cayman Islands are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.

### 8.2. Dispute Resolution and Waiver of Jury Trial

We will use all commercially reasonable efforts to resolve any potential Disputes with you through informal, good faith, confidential negotiations. In the event of a potential Dispute, you agree to first contact us directly by sending an electronic mail message to [legal@aera.finance](mailto:legal@aera.finance) summarizing the issue at hand, stating the nature of your dispute with us, and setting forth what resolution that you would expect from us. If we are unable to come to an informal resolution of such potential Dispute earlier than ninety (90) days after receipt of your electronic mail message, then we both agree to resolve such dispute according to the dispute resolution process set forth below.

Any claim or controversy arising out of or relating to any of our Products, this Agreement, or any other acts or omissions for which you might contend that we are liable, including any claim or controversy relating to whether such issue is subject to arbitration (each, a "Dispute"), shall be finally and exclusively resolved by arbitration under the JAMS Optional Expedited Arbitration Procedures. **You acknowledge and agree that you will resolve all Disputes by binding arbitration.** Such arbitration shall be held on a confidential basis before a single arbitrator, whom shall be selected pursuant to JAMS rules. Such arbitration shall be held in George Town, Cayman Islands, unless we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator shall not be permitted to consolidate your Disputes with those of any other party. Any enforcing judgment pertaining to such arbitral award may be entered in any court of competent jurisdiction. **If for any reason any Dispute must necessarily proceed in court rather than arbitration, we both hereby waive any right to a jury trial.**



### **8.3. Class Action Waiver**

You must bring any and all Disputes against us in your individual capacity and not as a named plaintiff or class member in any purported class action, collective action, private attorney general action, or other representative proceeding. This provision shall also apply to any purported class arbitration.

## **9. Other Provisions**

### **9.1. Entire Agreement**

These terms and conditions constitute the entire agreement between you and us with respect to the subject matter addressed herein. This Agreement supersedes any and all prior and contemporaneous agreements, communications, and undertakings pertaining to the subject matter addressed herein.

### **9.2. Assignment**

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement without our prior written consent shall be null and void ab initio. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

### **9.3. Not Registered with Any Regulatory Agency**

We are not registered with the United States Securities and Exchange Commission as a national securities exchange, broker-dealer, investment adviser, or in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf or provide any investment advice. We also do not facilitate the execution or settlement of your transactions, which will occur entirely on public blockchains.

### **9.4. Notice**

We may provide any notice to you under this Agreement using any customary commercial means, including by public communication channels. Any such notices that we dispatch to you shall become effective upon posting or dispatch.

### **9.5. Termination**

We may terminate or suspend all or any part of the Products immediately, without prior notice or liability, when we deem it appropriate in our sole discretion. We may limit the availability of the Products to any person, geographic area, or jurisdiction in our sole discretion and may terminate any user's access to the Products at any time and in our sole discretion. We may



suspend or disable your access to the Products if we consider it reasonable to do so, including if you breach any of the terms or conditions of this Agreement, or at any time in our sole discretion. Upon termination of your access, your right to use the Products will immediately cease.

#### **9.6. Severability**

If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable by any competent governmental authority, then such provision shall be severed from this Agreement and replaced with a mutually agreeable provision which, being valid, legal, and enforceable, most closely approximates the original economic effect and intent of the parties in entering into the prior provision to the fullest extent permitted by applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.