



TERMS OF SERVICE

Last updated May 23, 2022

1. AGREEMENT TO TERMS

THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND AND AGREE TO EVERY PORTION OF THESE TERMS BEFORE USING ANY PART OF THE SERVICE. USDFI TECHNOLOGIES LLC IN PARTICULAR ONLY OFFERS THE SOFTWARE TO INTERACT WITH BLOCKCHAIN, BLOCKCHAINS THAT ARE OPERATED BY A THIRD PARTY. USDFI TECHNOLOGIES LLC IN NO CIRCUMSTANCES HAS INFLUENCE OR THE POWER OVER THE BLOCKCHAINS THEMSELVES AND ITS FUNCTIONALITIES. NO ADDITIONAL SERVICES THAN THE SOFTWARE FOR THE INTERACTION WITH THIRD PARTY BLOCKCHAINS ARE OFFERED.

These terms of service (these "Terms" or the "Terms") issued by USDFI Technologies LLC, ("USDFI Technologies", "USDFI", "we", "our", or "us") govern your use or access of usdfi.com and any other website maintained or published by USDFI Technologies (each, a "Website"); provided on or in connection with our service offering a frontend to interact (collectively, the "Service") with various blockchains (as applicable, the "Blockchain"). By accessing or using any part of the Service you acknowledge that you have read, understood, acknowledge, and agree to be bound by these Terms in full. These Terms apply to any visitor of a Website, user of the Service, and any other person who otherwise accesses or uses the Service (each a "User"). Certain parts of the Service may be subject to additional terms that we may specify from time to time, and your use of such Service is subject to those additional terms. Such additional terms are hereby incorporated into these Terms.

USDFI Technologies, in its sole discretion, modify or update these Terms from time to time, so you should review this page periodically. When we change these Terms in a material manner, we will update the date at the top of this page. If you do not agree to any such changes, you are entitled to stop using to the Service. Your continued use of the Services after the changes entered into force constitutes your acceptance such the changes

INVESTMENT DISCLAIMER: USDFI Technologies does not endorse or recommend any particular digital asset, transaction, or purchasing strategy. Content on any of the Websites or your communications with any of our

personnel should not be construed as purchase or investment advice. You should seek independent advice prior to using the Service. You acknowledge and represent that all transaction decisions made in connection with your use of the Service are made solely by you and USDFI Technologies will have no liability for any of your decisions. THE RISK OF LOSS IN BUYING OR SELLING A DIGITAL ASSET CAN BE SUBSTANTIAL, THEREFORE YOU SHOULD CAREFULLY CONSIDER WHETHER BUYING OR SELLING A DIGITAL ASSET IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION BEFORE BUYING OR SELLING A DIGITAL ASSET.

1. USE OF THE SERVICE

Eligibility to use the Service. You shall not use the Service unless you are in full compliance with these Terms and all applicable laws. You shall not use any part of the Service if you lack legal capacity to act in relation to USDFI Technologies. Any use of or access to the Service by anyone under 18 is prohibited. Currently, we do not allow Users residing or present in the following jurisdictions to use the Service: Any jurisdiction sanctioned by the United States Treasury's Office of Foreign Assets Control or any jurisdictions sanctioned by the United Nations (in particular the UN Security Council), or any other jurisdiction that we determine to present a high risk. You shall not use the Service if you reside or are present in one of the jurisdictions listed in the previous sentence. **YOU SHALL NOT USE THE SERVICE IN ANY COUNTRY WHERE PARTICIPATION IN THE SERVICE IS PROHIBITED, RESTRICTED OR UNAUTHORIZED BY APPLICABLE LAW, DECREE, REGULATION, TREATY, OR ADMINISTRATIVE ACT, OR WHERE IT IS LIKELY THAT THE SERVICE WOULD BE CONSTRUED AS THE SALE OF A SECURITY (HOWSOEVER NAMED), FINANCIAL SERVICE OR INVESTMENT PRODUCT.**

The Service Generally. Generally, the purpose of the Service is to offer a frontend to interact and transact with the Blockchain (generally, transferring a digital asset through the Blockchain referred to as a "Transaction"). OUR SERVICE IS NON-CUSTODIAL AND BASED ON A THIRD-PARTY BLOCKCHAINS, MEANING USDFI TECHNOLOGIES NEVER TAKES CONTROL OF THE DIGITAL ASSETS MINTED WITH OUR SERVICE OR OF THE BLOCKCHAIN GOVERNING THE TRANSACTION. ANY TRANSACTION IS BETWEEN YOU AND THE BLOCKCHAIN AND GOVERNED BY THE TERMS OF THE BLOCKCHAIN. You may be charged by the Blockchain a network fee for the Blockchain to process the Transaction on your behalf (a "Fee").

USDFI Technologies may modify or update any portion of the Service at any time. Subject to your full compliance with these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to access and use the Service for entrepreneurial or business use only (as opposed to a use for personal, social, family, household and similar needs) and as permitted by the features of the Service, at and during the time your access or use of the Service ("Service License"). You shall not use any part of the Service for illegal or fraudulent purposes or for the purpose of consummating Transactions on behalf of another person. For the avoidance of doubt, you must be the ultimate beneficial owner of the digital assets. USDFI Technologies reserves all rights not expressly granted in these Terms in the Service and the Content (as defined below). USDFI Technologies may revoke the Service License or any portion of the Service at any time for any or no reason. For the avoidance of doubt, you may stop using our Services at any time for any or no reason.

Suspension or Termination of the Service. You acknowledge that we may, without prior notice to you: suspend the Service; change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage or Transaction limits on the Service. In particular, we may suspend, change or stop providing the Service in response to changed regulatory requirements or in case you used the Service in reasonably suspected or actual violation of these Terms. For the avoidance of doubt, you may stop using our Services at any time for any or no reason.

Third-Party Integrations. You acknowledge that the Service is based on a third-party Blockchains operated to their terms and may contain links or integrations to third-party materials, services, or software that are not owned, controlled and/or offered by USDFI Technologies but third parties, including, in particular, smart contracts (each, a "Third-Party Service"). WE DO NOT OFFER; ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY THIRD PARTY-PARTY SERVICE. IF YOU ACCESS AND/OR USE A THIRD-PARTY SERVICE FROM THE SERVICES OR SHARE ANY CONTENT ON OR THROUGH SUCH THIRD-PARTY SERVICE, YOU ACKNOWLEDGE THAT: YOU DO SO AT YOUR OWN RISK; THESE TERMS AND OUR PRIVACY POLICY DO NOT APPLY TO SUCH THIRD-PARTY SERVICE; YOU MAY BE REQUIRED BY SUCH THIRD-PARTY TO AGREE TO CERTAIN ADDITIONAL TERMS OR CREATE AN ACCOUNT; AND THAT CERTAIN THIRD-PARTY SERVICES MAY PUBLISH TO A PUBLIC BLOCKCHAIN INFORMATION YOU SEND TO SUCH THIRD-PARTY. You shall not hold USDFI Technologies liable for any damages you incur related to your use of any Third-Party Service.

Disclaimer of Warranties. YOU ACKNOWLEDGE THAT THE SERVICE IS BEING PROVIDED BY USDFI TECHNOLOGIES "AS IS" AND "AS AVAILABLE" BASIS. USDFI TECHNOLOGIES MAKES NO WARRANTY REGARDING THE SERVICE OR THE APP AND HEREBY EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED AND/OR STATUTORY WARRANTIES AND/OR GUARANTEE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. USDFI TECHNOLOGIES DOES IN PARTICULAR NOT WARRANT AND/OR GUARANTEE THAT: THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; THE SERVICE WILL BE AVAILABLE UNINTERRUPTED OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, SECURE, OR ERROR-FREE; ANY CONTENT PROVIDED TO YOU IN CONNECTION WITH THE SERVICE WILL BE ACCURATE, RELIABLE, OR CORRECT; ANY OF THE SERVICE'S DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM USDFI TECHNOLOGIES OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY.

Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

If any issues arise in connection with the Service, USDFI Technologies will make reasonable efforts to resolve such issues, but you acknowledge that USDFI Technologies will have no liability for any bugs, errors, or other problems that result in loss of your funds or digital assets. You acknowledge that the Service

may contain more or fewer features or be licensed under different terms than previous versions.

The disclaimers and exclusions under these Terms will not apply to the extent prohibited by applicable law. Certain laws and jurisdictions do not allow the exclusion and limitations of certain warranties, so the exclusions in this section may not apply to you. These Terms give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

Prohibited Export. No portion of the Service may be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the USA.

2. TRANSACTIONS WITH THE SERVICE

Digital Wallet. You may be required to create or link with the Service a digital wallet in order to utilize certain portions of the Service, including initiating and completing Transactions. WHEN YOU CREATE A NEW DIGITAL WALLET, YOU MUST REMEMBER OR WRITE DOWN THE PASSWORD RECOVERY PHRASE TO RETAIN ACCESS TO ANY DIGITAL ASSETS STORED ON SUCH WALLET. You are solely responsible for the management of any digital wallet you control and the digital assets within such digital wallet. USDFI Technologies will not be able to recover any digital wallet or digital asset for you in the event you forget your pin or lose your recovery phrase. You acknowledge that USDFI Technologies will not be liable for any loss of funds or digital assets due to your loss of your password, or recovery phrase.

Digital Asset Prices. You acknowledge that the Blockchain determines prices for Transactions that occur on the Blockchain. Digital assets are experimental and risky. This information is volatile and subject to change without advance notice and instantaneously.

Transactions Generally. You acknowledge that USDFI Technologies cannot reverse a Transaction which has been broadcast to the Blockchain and that once you initiate a Transaction, it may finalize. You acknowledge that you or USDFI Technologies may not be able to reverse or change any Transaction denoted as complete or pending.

Underlying Protocols. Generally, the underlying protocols in our Service are open source and any person can use, copy, modify, and distribute them. You acknowledge that: (i) USDFI Technologies does not own or control the underlying software protocols which govern the operation of the digital assets supported on the Service; (ii) that USDFI Technologies is not responsible for the operation of the underlying protocols and that we make no warranty and/or guarantee of those protocols' functionality, security, or availability; and (iii) that the underlying protocols are subject to sudden changes in operating rules, which may materially affect the value, function, our ability to have a particular digital asset listed on our Service, the name of the digital asset, or any combination of the foregoing items.

Digital Asset Forks. In the event of a digital asset fork, you acknowledge that: (i) USDFI Technologies may, without advance notice to you temporarily suspend operations associated with such digital asset; (ii) the NFT Miner may not support either branch of the forked digital asset protocol after that fork; (iii) if you send a Transaction at the time of the fork, only the originally-intended Transaction that

you sent is honored; and (iv) USDFI Technologies assumes no responsibility for damages related to an unsupported branch of a forked digital asset protocol.

Tax. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any Transaction you conduct through the Service, and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. You acknowledge that USDFI Technologies will have no liability for any taxes associated with your Transactions.

3. PROHIBITED ACTIVITIES

Service Rules. You shall not engage in any of the following (each, a “Prohibited Activity”): (i) modifying, disassembling, decompiling, or reverse engineering any portion of the Service (except if and to the extent permitted by applicable mandatory law); (ii) renting, leasing, loaning, reselling, sublicensing, or otherwise transferring any portion of the Service to any third-party; (iii) use any portion of the Service to provide time sharing or similar services for any third-party; (iv) copying, distributing, or disclosing any part of the Service in any medium, including by any automated or non-automated “scraping”; (v) use any automated system, including “robots,” “spiders,” “offline readers,” etc., to access the Website or to extract data; (vi) transmitting spam, chain letters, or other unsolicited email in connection with the Service; (vii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (viii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ix) uploading invalid data, viruses, worms, or other software agents through the Service; (x) collecting or harvesting any personally identifiable information from the Service; (xi) using the Service for any commercial solicitation purposes; (xii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity in connection with the Service; (xiii) interfering with the proper working of the Service; (xiv) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xv) bypassing the measures we may use to prevent or restrict access to the Service, including removing, circumventing, disabling or otherwise interfering with security-related features or features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content of the Service; or (xvi) deleting any of our copyright and other proprietary rights notices.

4. USDFI INTELLECTUAL PROPERTY RIGHTS

The Service, and all materials contained in the Service or transferred to or from the Service, including software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights that may now exist or later come into existence, and any related applications and registrations, renewals and extensions, under the laws of any jurisdiction underlying any of the foregoing items (“Intellectual Property Rights”) are the exclusive property of USDFI Technologies. Except as provided in these Terms or in any other applicable terms, nothing in these Terms will be deemed to create a license in or under any such Intellectual Property Rights, and you shall not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish,

adapt, edit or create derivative works from any USDFI Technologies Content, without our prior written consent. Use of the USDFI Technologies Content for any purpose not expressly permitted by these Terms is prohibited.

5. TRADEMARKS

Our names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of USDFI Technologies or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Website. Access to the Website does not authorize anyone to use any name, logo or mark in any manner whatsoever.

Any goodwill accruing out of the use of our marks, trade and business names and service marks will vest in USDFI and its affiliates, as the case may be.

6. PRIVACY & SECURITY

USDFI Technologies respects the privacy of its Users and will not request any information beyond what is necessary for the use of the Service or to comply with our obligations under applicable law. USDFI Technologies also does not obscure the Blockchain information that it does request or obtain. You acknowledge that due to the inherent transparent nature of blockchains, Transactions are public and easily correlated. Attempting to utilize USDFI Technologies to obscure Transactions or assets will be pointless and ineffective, and is ill-advised. Law enforcement has full access to Blockchain information that goes in or out. You acknowledge that USDFI Technologies will comply willingly with all valid legal requests for information. We reserve the right to provide information to law enforcement personnel and other third-parties to answer inquiries, participate in investigations, respond to legal process, respond to the order of a court of competent jurisdiction and those exercising the court's authority, and to protect USDFI Technologies and our Users.

USDFI Technologies cares about the integrity and security of your data. However, we cannot warrant and/or guarantee that unauthorized third-parties will never be able to defeat our security measures or use your data for improper purposes.

7. NO REFUNDS

No Refunds. You acknowledge that USDFI Technologies does not and cannot issue refunds in connection with any Transaction initiated or completed on the Website or the Blockchain.

8. REGULATORY RISK

Regulatory Risk. You acknowledge that current or future regulations could make the Service illegal in some jurisdictions, or for some categories of Users, which could prevent certain persons from using the Service or materially limit access to the Service. USDFI Technologies is not required to register with the local regulatory agency, but subsequent determinations by the regulator may change and prevent use of the Service.

9. INDEMNIFICATION AND MISCELLANEOUS

You shall indemnify USDFI Technologies and any of our agents or licensors, employees, contractors, officers, representatives, members and directors of USDFI Technologies, present or former (collectively, “Affiliates” or “Indemnified Parties”, as applicable), against any damages related to your; (i) noncompliance with any part of these Terms, including any inaccuracies of representations or statements made by you; (ii) your violation of any third-party right, including any right of privacy or Intellectual Property Rights; (iii) your violation of any applicable law, rule or regulation; (iv) your willful misconduct; (v) your use of any access to the Service (including any data or content transmitted or received by you), or (vi) any other person’s access and use of the Service with your information.

You acknowledge USDFI Technologies or any Affiliate or Indemnified Party will not be liable for any damages caused to you related to: (i) any hacking, tampering, or other unauthorized access or use of the Service; (ii) errors, mistakes, or inaccuracies of content on the Service; (iii) property damage, of any nature, resulting from your access to or use of the Service; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through the Service by any third-party; or (vi) the defamatory, offensive, or illegal conduct of any third-party. The foregoing limitations and exclusions will apply whether the alleged or actual liability is based on contract, tort, negligence, strict liability, or any other basis, even if USDFI Technologies has been advised of the possibility of such damage.

Waiver of Liability. The User hereby waives, acquits, and forever releases, and agrees to defend and hold harmless, USDFI Technologies, its officer(s), director(s), employee(s), contractor(s), associate(s), representative(s) and Affiliate(s) from any responsibility or liability whatsoever concerning any Service offered or Website published.

The foregoing exclusion of liability is intended to apply to the fullest extent permitted by law in the applicable jurisdiction. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or other damages, so the limitations or exclusions in this section may not apply to you. These Terms give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law.

Governing Law. These Terms will be governed by the internal substantive laws of Saint Kitts and Nevis without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Amicable solution of disputes. If you have a dispute with USDFI Technologies in connection with these Terms or your use of the Service, you shall first contact us via the official USDFI Telegram channel and attempt to resolve the dispute with us informally.

The aggregate liability of USDFI Technologies, in tort, contract, strict liability, or otherwise, arising out of or in connection with these Terms and your using, holding, trading, buying, selling, or transferring Digital Asset/Cryptocurrencies or any usage of the Service shall be limited to the amount of your acknowledged payment or the ETH equivalent of Three Hundred United States Dollars (USD

300), whichever is lower; and you agree to waive all rights to assert any claims under applicable laws and regulations and you agree that you may make claims based only on these Terms. You agree that any claim filed more than one (1) month after the discovery of the alleged liability of the company shall be time-barred.

If you and USDFI Technologies cannot resolve any dispute after 90 days from your initial contact, you and USDFI Technologies each consent that, without prejudice, any dispute, controversy, or claim arising out of, or in relation to, these Terms, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Saint Kitts and Nevis' rules of International Arbitration and the Arbitration Act in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be the Saint Kitts and Nevis, unless the USDFI Technologies chooses another seat in a city in another country. The arbitral proceedings shall be conducted in English.

Place of jurisdiction. If the choice of arbitration set forth above is not valid, and/or prohibited or otherwise invalid or unenforceable under applicable law, then the following applies:

Exclusive place of jurisdiction for all and any claims under and in relation with these Terms is Saint Kitts and Nevis.

Injunctive Measures. Regardless of the above, we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a our copyrights, trademarks, trade secrets, patents, or other Intellectual Property Rights, including any provisional relief required to prevent irreparable harm.

You shall not assign or transfer these Terms or any rights and licenses granted under these Terms. Any attempted assignment or transfer in violation of this section will be void and of no legal effect.

USDFI Technologies may notify you via email, a tangible written notice, or through posting of such notice on our Website or as otherwise deemed appropriate by USDFI Technologies. USDFI Technologies will not be liable for any damages or delays caused by any automatic filtering you or your network provider applies to emails.

Entire Agreement/Severability. These Terms, together with any additional terms, amendments, and any additional agreements you may enter into with USDFI Technologies in connection with the Service, constitute the entire agreement between you and USDFI Technologies concerning the Service. If any portion of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such portion will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

No Waiver. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and USDFI Technologies's failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.