

# GFX Labs Terms of Service

Last modified: February 8, 2024

These Terms of Service (the "**Agreement**") explain the terms and conditions by which you may access and use the Products provided by GFX Labs, Inc. ("**GFX Labs**", "**we**", "**our**", or "**us**"). The Products include, but shall not necessarily be limited to: (a) <https://oku.trade/app>, a website-hosted user interface for the Uniswap v3 protocol ("**Oku**" or the "**Oku Interface**"); (b) <https://interestprotocol.io/>, a website-hosted user interface for Interest Protocol (the "**IP Interface**"); (c) <https://sheets.gfx.xyz>, a Google Sheets add-on application ("**Web3 Sheets**"); and (d) <https://analytics.gfx.xyz/>, a decentralized finance analytics website ("**GFX Analytics**").

You must read this Agreement carefully as it governs your use of the Products. By accessing or using any of the Products, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Products and should not use the Products.

To access or use any of the Products, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction (for example, 18 years old in the United States) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Products. If you are entering into this Agreement on behalf of an entity, you represent to us that you have the legal authority to bind such entity.

You further represent 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 but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of any of our Products will fully comply with all applicable laws and regulations, and that you will not access or use any of our Products to conduct, promote, or otherwise facilitate any illegal activity.

**NOTICE: THIS AGREEMENT CONTAINS IMPORTANT INFORMATION, INCLUDING A BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER, BOTH OF WHICH IMPACT YOUR RIGHTS AS TO HOW DISPUTES ARE RESOLVED. OUR PRODUCTS ARE ONLY AVAILABLE TO YOU—AND YOU SHOULD ONLY USE OUR PRODUCTS—IF YOU AGREE COMPLETELY WITH ALL OF THESE TERMS.**

## 1. Our Products

### 1.1 Oku

Oku provides a web or mobile-based means of access to a decentralized, open source, and automated protocol on various public blockchains, including but not limited to Ethereum, that enables trading certain compatible crypto assets and liquidity provision ("**Uniswap Protocol**").

The Uniswap Protocol itself has three versions, designated as v1, v2, and v3, each of which comprises open-source or source-available self-executing smart contracts that are deployed on various public blockchains, such as Ethereum. The Oku Interface is distinct from the Protocol and is merely one means of accessing the Uniswap Protocol. GFX Labs does not control or operate any version of the Uniswap Protocol on any blockchain network. By using Oku, you understand that you are not buying or selling crypto assets from us and that we do not operate any liquidity pools or control trade execution on the Uniswap Protocol.

The Protocol was initially deployed on the Ethereum blockchain and has since been deployed on several other blockchains—including those Ethereum Virtual Machine-compatible blockchains commonly referred to as "Layer 2" solutions. Deployments on other blockchains typically use cross-chain bridges. Cross-chain bridges allow assets native to one blockchain to be transferred to and used within a different blockchain network. Please note that any such "bridged" or "wrapped" crypto assets are distinct from the original Ethereum mainnet asset.

To access Oku, you must connect a digital wallet that allows you to interact with public blockchains. Your relationship with that wallet provider is governed by the applicable terms of service. We do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. Furthermore, GFX Labs does not provide its own wallet services and, as such, never has custody or control over Oku users' assets. By connecting your wallet to Oku, you agree to be bound by this Agreement and all of the terms incorporated herein by reference.

## 1.2 The IP Interface

The IP Interface provides a web or mobile-based means of access to an autonomous system of smart contracts that permits, among other things, the minting of the stablecoin USDi and the borrowing and lending of USDi on the Ethereum blockchain and various Layer 2 chains ("**Interest Protocol**").

The IP Interface is distinct from Interest Protocol and merely provides a means of accessing it. Interest Protocol itself consists of free, public, open-source, or source-available software, including a set of smart contracts deployed on the Ethereum Blockchain. Although we developed the initial code, GFX Labs does not control or operate Interest Protocol. Instead, Interest Protocol's operations are self-executed by smart contracts deployed on the Ethereum blockchain. Upgrades and modifications to smart contract parameters are community-managed by holders of the Interest Protocol Token ("**IPT**"). Before accessing or using the IP Interface, Interest Protocol, or purchasing IPT, you should review the Interest Protocol Whitepaper, available at <https://interestprotocol.io/#/whitepaper>, to understand how it works.

To access the IP Interface, you must connect a digital wallet that allows you to interact with public blockchains. Your relationship with that wallet provider is governed by its applicable

terms of service. We do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. Furthermore, GFX Labs does not provide its own wallet services and, as such, never has custody or control over IP Interface users' assets. By connecting your wallet to the IP Interface, you agree to be bound by this Agreement and all of the terms incorporated herein by reference.

### **1.3 Web3 Sheets**

Web3 Sheets, a proprietary extension tailored for Google Sheets, allows users to directly import and integrate Ethereum data into their spreadsheet workspace. The extension streamlines the process of accessing comprehensive historical data for various Ethereum data types, eliminating the need for independent contract verification on platforms like Etherscan. Web3 Sheets enhances the functionality of traditional spreadsheet applications by seamlessly bridging them with the Ethereum blockchain.

To utilize the basic version of Web3 Sheets, users need only have an existing Google account. The basic version is made available by GFX Labs at no cost, offering its core functionalities to users. For those seeking advanced features and extended capabilities, premium options are available by subscription. To subscribe to the premium version of Web3 Sheets, users must create an account with Stripe.

Web3 Sheets does not modify or control the underlying Ethereum data. The use of Web3 Sheets signifies acceptance of this Agreement and all its encompassing terms. GFX Labs, as the provider of Web3 Sheets, assumes no responsibility for the Ethereum data fetched and incorporated by users through this extension. Users should be aware that their interaction with Ethereum data via Web3 Sheets is subject to the limitations and terms set forth in this Agreement.

### **1.4 GFX Analytics**

GFX Analytics offers a web or mobile-based interface designed to simplify the interpretation of blockchain data. It serves as a gateway to blockchain data, eliminating the need to navigate complex databases or algorithms. Unlike traditional analytics tools, GFX Analytics focuses on delivering real-time, comprehensible visualizations and summaries of blockchain data.

GFX Analytics aggregates data from various blockchain networks, transforming it into more easily understandable formats. These formats cover a broad spectrum of data points, from transaction histories to asset movements. GFX Analytics is engineered with a commitment to privacy; as such, it does not collect any user information. The platform's design emphasizes user experience, featuring simple menus, clear labels, and a straightforward layout that facilitates immediate engagement in data analysis tasks.

GFX Analytics is distinct from the blockchain networks it analyzes and merely provides a means of accessing and interpreting blockchain data. GFX Labs, the developer of GFX Analytics, does not control or operate the blockchain networks from which the data is sourced. By using GFX Analytics, you understand that GFX Labs is not providing financial advice or insights but merely

a tool to visualize and summarize blockchain data. Your use of GFX Analytics is subject to this Agreement and all terms incorporated herein by reference.

## **1.5 Other Products**

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

## **1.5 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 of these third parties. You agree to abide by and be responsible for such policies, terms of use, and fees, as applicable.

## **2. Modifications**

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

We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any material modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement on this website. All modifications will be effective when they are posted, and your continued access or use of the the Products will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using any and all of our Products.

### **2.2 Modifications of our Products**

We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate, or add to any of the Products; (b) to review, modify, filter, disable, delete, and remove any and all content and information from any of the Products.

## **3. Intellectual Property Rights**

### **3.1 IP Rights Generally**

We own the intellectual property and other rights in each of our Products and its respective contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, designs, and its "look and feel." Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use our Products solely in accordance with 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 pursuant to this Agreement. Except as set forth in this Agreement, we grant you no rights to any of our Products, including any intellectual property rights.

You understand and acknowledge that Interest Protocol and the Uniswap Protocol are not our Products, and we do not control either protocol.

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 but not limited to 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. Additionally, you grant us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully paid, royalty-free license, with the right to sublicense, under any intellectual property rights you own or control, to use, copy, modify, and create derivative works based on any suggestions or feedback you provide, for any purpose.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power, and/or authority necessary to grant the rights granted herein for any material you post, promote, or display on or through any of our Products. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above and that the content does not violate any laws.

### **3.2 Third-Party Resources and Promotions**

Our Products may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of our Products. We do not approve, monitor, endorse, warrant, or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

### **3.3 Additional Rights**

We reserve the right to cooperate with any law enforcement, court, government investigation or order, or third party requesting or directing that we disclose information or content or information that you provide.

## **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 any of our Products:

- Intellectual Property Infringement: Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- Cyberattack: Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks.
- Fraud and Misrepresentation: Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- Market Manipulation: Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as "rug pulls", pumping and dumping, and wash trading.
- Securities and Derivatives Violations: Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including, but not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.
- Sale of Stolen Property: Buying, selling, or transferring of stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
- Data Mining or Scraping: Activity that involves data mining, robots, scraping, or similar data gathering or extraction methods of content or information from any of our Products.
- Objectionable Content: Activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable.
- Any Other Unlawful Conduct: Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including, but not limited to, the restrictions and regulatory requirements imposed by U.S. law.

## 4.2 Gas Fees

Blockchain transactions require the payment of transaction fees to the appropriate network ("**Gas Fees**"). You will be solely responsible to pay the Gas Fees for any transaction that you initiate via any of our Products.

## 4.3 Oku Trading

You agree and understand that: (a) all trades you submit through the Oku Interface are considered unsolicited, as they are solely initiated by you; (b) you have not received any investment advice from us in connection with any trades, including those you place via the Oku Auto Routing API; and (c) we do not conduct a suitability review of any trades you submit.

## 4.4 Oku Limit Order Process and Associated Fees

By using the Oku Interface, you acknowledge and agree to the following process for placing a limit order (“**Limit Order Process**”):

1. You place a limit order by calling the `newOrder` function from the Oku Interface (“**Order Entry**”).
2. You may cancel your order, or it will be filled. If you cancel your order, the protocol refunds your assets. In the case of order fulfillment, we pay a fee to Chainlink to facilitate the transaction (“**Order Fulfillment**”).
3. Upon claiming the limit order, you compensate us for the fee paid to Chainlink (“**Claim Limit Order**”), and you receive the assets you ordered (“**Order Completion**”).

You acknowledge and understand that there may be a range of fees that you could incur due to various factors that may change between the Order Entry stage and the Claim Limit Order stage, including, but not limited to, the tokens swapped, the number of orders in a batch, the value of the gas asset at the time of the transaction, and the gas price at the time of the transaction. Consequently, the fee at the Order Entry stage could be more or less expensive than the fee you pay to us at the Claim Limit Order stage. You also acknowledge and understand that the range of the discrepancy between the two fees may be higher on certain blockchains such as Ethereum.

You further acknowledge and agree that we provide no guarantees regarding the exact amount of fees you will incur and that we shall not be held responsible for any discrepancies between the fee paid at the Order Entry stage and the fee you pay to us at the Claim Limit Order stage. You understand that these fees are necessary for the unintermediated operation of the Oku Interface and accept all risks associated with such fees.

## 4.5 Posting Content on Oku

When using Oku, you may have the ability to post content (for example, comments containing text and/or standard emojis) in a chat box. You are solely responsible for all content that you provide, post, upload or submit. We are not responsible for evaluating the accuracy, truthfulness, usefulness, legality, safety, morality, or applicability of any content posted by users on Oku. GFX Labs does not endorse, guarantee, make representations, or provide warranties regarding any such content. GFX Labs may, in its sole discretion, reject or remove any content that violates our content standards below or for any other reason we deem the content inappropriate. GFX Labs shall have no obligation to monitor content posted, uploaded, or submitted by a user, but may do so at its sole discretion. GFX Labs is not responsible for any failure or delay in removing any such content. You may not post or submit any content that violates this Agreement or any content that is:

- invasive of another person's right of privacy or right of publicity
- obscene, harassing, abusive, or otherwise unfit for publication
- promoting illegal, or otherwise criminal, activity
- infringing intellectual property or other proprietary rights
- creating a privacy or security risk to any person

- condoning violence or harm to any person
- spam or part of a pyramid scheme
- in our sole discretion, objectionable or exposes users to harm or liability.

## 4.6 Web3 Sheets Subscriptions

Certain aspects of Web3 Sheets are billed on a subscription basis ("**Subscription(s)**"). You will be billed in advance on a recurring and periodic basis ("**Billing Cycle**"). Billing cycles are available on a monthly or annual basis. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it, or we cancel it. You may cancel your Subscription renewal either through your online account management page or by contacting us at the email address provided below. A valid payment method, such as a credit card, is required to process your subscription payments. Web3 Sheets utilizes Stripe to facilitate payments and subscriptions. Stripe's Privacy Policy can be found here: <https://stripe.com/legal/ssa>.

## 4.7 Web3 Sheets Fee Changes

GFX Labs, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. We will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## 4.8 Web3 Sheets Refunds

We may consider specific refund requests for Service subscriptions on a case-by-case basis at our sole discretion. Any refunds for annual subscriptions granted at the sole discretion of GFX Labs issued before the first day of the 7th month of the subscription term will incur a minimum three-month forfeiture of adjusted pro rata fees. For example, if a user signs up for an annual subscription in month one and then requests a refund in month three, that user will pay a total of six (6) months' worth of adjusted monthly fees at the annual discounted rate.

## 4.9 Non-Custodial and No Fiduciary Duties

Each of the Products is a purely non-custodial application, meaning we never have custody, possession, or control of your crypto assets at any time. It further means you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold. You should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how any of our Products will operate with any specific wallet. Likewise, you are solely responsible for any associated wallet, and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised.



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. You further agree that the only duties and obligations we owe you are those set out expressly in this Agreement.

#### **4.10 Compliance and Tax Obligations**

One or more of the Products may not be available or appropriate for use in your jurisdiction. By accessing or using any of our Products, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. Specifically, your use of our Products may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions. It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.

#### **4.11 Release of Claims**

You expressly agree that you assume all risks in connection with your access and use of any of our Products. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of any of our Products. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: "[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. Suspensions and Limiting API Requests.**

#### **5.1 Suspension**

We may suspend your right to access or use any aspect of any of our Products in our sole discretion for any reason, including, but not limited to, the following:

- Your use of the Product poses a security risk;
- Your use of the Product could adversely impact our systems or the systems of any other user;
- Your use of the Product could subject us, our affiliates, or any third party to liability, or could be unlawful;
- You or any end user are in breach of this Agreement.

#### **5.2 Limiting API Requests**

We provide free API access and, as such, we retain sole discretion to limit your API requests submitted in conjunction with your use of a Product at any time.

## **6. DISCLAIMERS**

### **6.1 ASSUMPTION OF RISK—GENERALLY**

BY ACCESSING AND USING ANY OF OUR PRODUCTS, YOU REPRESENT THAT YOU ARE FINANCIALLY AND TECHNICALLY SOPHISTICATED ENOUGH TO UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS AND THAT YOU HAVE A WORKING KNOWLEDGE OF CRYPTO ASSETS SUCH AS ETHER (ETH) AND THOSE FOLLOWING THE ETHEREUM TOKEN STANDARD (ERC-20).

IN PARTICULAR, YOU UNDERSTAND THAT THE MARKETS FOR THESE CRYPTO ASSETS ARE NASCENT AND HIGHLY VOLATILE DUE TO RISK FACTORS INCLUDING, BUT NOT LIMITED TO, ADOPTION, SPECULATION, TECHNOLOGY, SECURITY, AND REGULATION. YOU UNDERSTAND THAT ANYONE CAN CREATE A TOKEN, INCLUDING FAKE VERSIONS OF EXISTING TOKENS AND TOKENS THAT FALSELY CLAIM TO REPRESENT PROJECTS. YOU ACKNOWLEDGE AND ACCEPT THE RISK THAT YOU MAY MISTAKENLY TRADE THOSE OR OTHER TOKENS.

YOU UNDERSTAND THAT ANY “STABLECOIN” MAY NOT BE AS STABLE AS IT PURPORTS TO BE, MAY NOT BE FULLY OR ADEQUATELY COLLATERALIZED, AND MAY BE SUBJECT TO PANICS AND RUNS.

YOU UNDERSTAND THAT SMART CONTRACT TRANSACTIONS AUTOMATICALLY EXECUTE AND SETTLE AND THAT BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE WHEN CONFIRMED. YOU ACKNOWLEDGE AND ACCEPT THAT THE COST AND SPEED OF TRANSACTING WITH CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS SUCH AS ETHEREUM ARE VARIABLE AND MAY INCREASE DRAMATICALLY AT ANY TIME. YOU FURTHER ACKNOWLEDGE AND ACCEPT THE RISK OF POTENTIALLY SIGNIFICANT PRICE SLIPPAGE AND THE RESULTING COSTS.

IF YOU ACT AS A LIQUIDITY PROVIDER TO THE UNISWAP PROTOCOL THROUGH THE OKU INTERFACE, YOU UNDERSTAND THAT YOUR CRYPTO ASSETS MAY LOSE SOME OR ALL OF THEIR VALUE WHILE THEY ARE SUPPLIED TO THE PROTOCOL THROUGH THE OKU INTERFACE DUE TO THE FLUCTUATION OF PRICES OF TOKENS IN A TRADING PAIR OR LIQUIDITY POOL.

YOU UNDERSTAND THAT WE DO NOT CREATE, OWN, OR OPERATE CROSS-CHAIN BRIDGES, AND WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SAFETY OR SOUNDNESS OF ANY CROSS-CHAIN BRIDGE.

IF YOU BORROW CRYPTO ASSETS FROM INTEREST PROTOCOL THROUGH THE IP INTERFACE, YOU WILL HAVE TO SUPPLY CRYPTO ASSETS OF YOUR OWN AS COLLATERAL. IF YOUR COLLATERAL DECLINES IN VALUE SUCH THAT IT IS NO LONGER SUFFICIENT TO SECURE THE AMOUNT YOU BORROWED, YOU

UNDERSTAND THAT OTHERS MAY INTERACT WITH INTEREST PROTOCOL TO SEIZE SOME OR ALL OF YOUR COLLATERAL IN A LIQUIDATION EVENT.

YOU UNDERSTAND THAT BORROWER INTEREST RATES ON INTEREST PROTOCOL ARE ALGORITHMICALLY ADJUSTED IN NEAR-REAL-TIME. UNDER EXTREME MARKET CONDITIONS, FEES MAY ACCUMULATE SIGNIFICANTLY FASTER THAN IN NORMAL CONDITIONS. YOU ACKNOWLEDGE THAT IF YOU DO NOT ACTIVELY MONITOR OR MANAGE YOUR COLLATERAL ASSETS, YOU INCREASE THE RISK OF A SUDDEN LIQUIDATION OF YOUR VAULT.

YOU UNDERSTAND THAT USDi IS PEGGED TO USD VIA USDC. IF THE PRICE OF USDC DIVERGES FROM THAT OF USD, THE PRICE OF USDi CAN ALSO DIVERGE FROM THAT OF USD. INTEREST PROTOCOL'S ORACLES SYSTEM RELIES ON BOTH USDC AND USD-DENOMINATED PRICES. THEREFORE, IF USDC'S PRICE DIVERGES FROM USD, THE ORACLE SYSTEM'S SAFEGUARD WILL ACTIVATE AND PREVENT USERS FROM USING CERTAIN PROTOCOL FUNCTIONALITIES. YOU ACKNOWLEDGE AND UNDERSTAND THIS RISK AND THAT WE ARE NOT RESPONSIBLE FOR ANY USDC DEPEG AND CANNOT BE HELD LIABLE FOR ANY RESULTING LOSSES OR LACK OF ACCESS TO THE PROTOCOL.

IN SUMMARY, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY OF THESE VARIABLES OR RISKS, DO NOT CONTROL ANY UNDERLYING PROTOCOLS, AND CANNOT BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU EXPERIENCE WHILE ACCESSING OR USING ANY OF OUR PRODUCTS. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING ANY OF OUR PRODUCTS.

## **6.2 NO WARRANTIES**

EACH OF OUR PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF OUR PRODUCTS IS AT YOUR OWN RISK.

WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO ANY OF OUR PRODUCTS WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR SECURE; THAT THE INFORMATION CONTAINED IN THE PRODUCTS WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT; OR THAT THE 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 ANY OF OUR PRODUCTS. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY

ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF OUR PRODUCTS.

SIMILARLY, INTEREST PROTOCOL IS PROVIDED "AS IS", AT YOUR OWN RISK, AND WITHOUT WARRANTIES OF ANY KIND. ALTHOUGH WE CONTRIBUTED TO THE INITIAL CODE FOR INTEREST PROTOCOL, WE DO NOT PROVIDE, OWN, OR CONTROL THE PROTOCOL, WHICH IS RUN AUTONOMOUSLY WITHOUT ANY HEADCOUNT BY SMART CONTRACTS DEPLOYED ON VARIOUS BLOCKCHAINS. UPGRADES AND MODIFICATIONS TO THE PROTOCOL ARE GENERALLY MANAGED IN A COMMUNITY-DRIVEN WAY BY HOLDERS OF THE IPT GOVERNANCE TOKEN. 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 OTHER USERS OF, INTEREST PROTOCOL, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, CRYPTO ASSETS, DATA, OR ANYTHING ELSE OF VALUE.

WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF OUR PRODUCTS.

ANY PAYMENTS OR FINANCIAL TRANSACTIONS THAT YOU ENGAGE IN WILL BE PROCESSED VIA AUTOMATED SMART CONTRACTS. WE HAVE NO CONTROL OVER THESE PAYMENTS OR TRANSACTIONS, NOR DO WE HAVE THE ABILITY TO REVERSE ANY PAYMENTS OR TRANSACTIONS.

### **6.3 NO INVESTMENT ADVICE**

WE MAY PROVIDE INFORMATION ABOUT CRYPTO ASSETS IN THE OKU INTERFACE SOURCED FROM THIRD-PARTY DATA PARTNERS THROUGH OUR SWAP PAGE. WE MAY ALSO PROVIDE WARNING LABELS FOR CERTAIN CRYPTO ASSETS.

THE PROVISION OF INFORMATIONAL MATERIALS DOES NOT MAKE TRADES IN THOSE CRYPTO ASSETS SOLICITED; WE ARE NOT ATTEMPTING TO INDUCE YOU TO MAKE ANY PURCHASE AS A RESULT OF INFORMATION PROVIDED. ALL SUCH INFORMATION PROVIDED BY THE OKU INTERFACE OR ANY OF OUR OTHER PRODUCTS IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS INVESTMENT ADVICE OR A RECOMMENDATION THAT A PARTICULAR DIGITAL ASSET IS A SAFE OR SOUND INVESTMENT. YOU SHOULD NOT TAKE, OR REFRAIN FROM TAKING, ANY ACTION BASED ON ANY INFORMATION CONTAINED IN ANY OF OUR PRODUCTS.

BY PROVIDING TOKEN INFORMATION FOR YOUR CONVENIENCE, WE DO NOT MAKE ANY INVESTMENT RECOMMENDATIONS TO YOU OR OPINE ON THE MERITS OF ANY TRANSACTION OR OPPORTUNITY. YOU ALONE ARE

RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY, OR RELATED TRANSACTION IS APPROPRIATE FOR YOU BASED ON YOUR PERSONAL INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, AND RISK TOLERANCE.

## **7. INDEMNIFICATION**

YOU AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUBSIDIARIES FROM AND AGAINST ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM OR RELATED TO: (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 OTHER APPLICABLE LAW, RULE, OR REGULATION; (C) ANY OTHER PARTY'S ACCESS AND USE OF OUR PRODUCTS WITH YOUR ASSISTANCE OR USING ANY DEVICE OR ACCOUNT THAT YOU OWN OR CONTROL; AND (D) ANY DISPUTE BETWEEN YOU AND (I) ANY OTHER USER OF ANY OF THE PRODUCTS OR (II) ANY OF YOUR OWN CUSTOMERS OR USERS.

## **8. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF OR INABILITY TO ACCESS OR USE ANY OF THE PRODUCTS, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF ANY OF THE PRODUCTS OR THE INFORMATION CONTAINED WITHIN IT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF ANY OF THE PRODUCTS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF GFX LABS HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM ANY ACCESS OR USE OF ANY OF THE PRODUCTS; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO ANY OF THE PRODUCTS; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH ANY OF THE PRODUCTS; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY CONTENT MADE AVAILABLE THROUGH ANY

OF THE PRODUCTS; AND (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WE HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES THAT MAY ARISE AS A RESULT OF ANY PAYMENTS OR TRANSACTIONS THAT YOU ENGAGE IN VIA ANY OF OUR PRODUCTS, OR ANY OTHER PAYMENT OR TRANSACTIONS THAT YOU CONDUCT VIA ANY OF OUR PRODUCTS. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, WE DO NOT PROVIDE REFUNDS FOR ANY PURCHASES THAT YOU MIGHT MAKE ON OR THROUGH ANY OF OUR PRODUCTS.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD-PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD PARTIES AND ACCESSED THROUGH ANY OF OUR PRODUCTS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. REGARDLESS, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$100.00 USD) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **9. Governing Law, Dispute Resolution, and Waivers**

### **9.1 Governing Law**

You agree that the laws of the State of Illinois, without regard to principles of conflict of laws, govern this Agreement and any disagreement, claim, controversy, or conflict that arises out of or relates to this Agreement, its interpretation, the breach, termination, validity, or enforcement of this Agreement, or the relationships which result from the agreement (“*Dispute*”). This can include, but is not limited to, Disputes regarding the services provided under the agreement, the functionality or performance of the services, and any representations made by either party in the course of entering into this Agreement. You further agree that each of our Products shall be deemed to be based solely in the State of Illinois and that although a Product may be available in

other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the State of Illinois. The parties acknowledge that this Agreement evidences interstate commerce. Any arbitration conducted pursuant to this Agreement shall be governed by the Federal Arbitration Act. You agree that the federal and state courts of Cook County, Illinois, 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.

## **9.2 Dispute Resolution**

We will use our best efforts to resolve any Disputes through informal, good-faith negotiations. If a potential Dispute arises, you must contact us by sending an email to [legal@gfxlabs.io](mailto:legal@gfxlabs.io) so that we can attempt to resolve it without resorting to the formal Dispute resolution process described in the paragraph below. If we are unable to reach an informal resolution within sixty (60) days of your email, then you and we both agree to resolve the Dispute according to the following process.

Any unresolved Dispute or any other acts or omissions for which you may contend that we are liable, including, but not limited to, any claim or controversy as to arbitrability, shall be finally and exclusively settled by arbitration under the JAMS Optional Expedited Arbitration Procedures as those rules exist on the effective date of this agreement, including rules 16.1 and 16.2 of those rules. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a strictly confidential basis. All information disclosed during the arbitration process, including the existence of the arbitration, the proceedings, evidence presented, filings, the outcome, and any awards, shall be kept confidential by the parties and the arbitrator, unless disclosure is required by law or agreed to in writing by all parties involved. The arbitration shall be conducted before a single arbitrator, who shall be selected pursuant to JAMS rules. The arbitration shall take place in Chicago, Illinois unless you and we mutually agree to hold it elsewhere. The arbitration proceedings shall be conducted in English. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If, for any reason, a claim by law or equity must proceed in court rather than in arbitration, you agree to waive any right to a jury trial, and any claim may be brought only in a Federal District Court or an Illinois state court located in Cook County, Illinois.

## **9.3 Class Action and Jury Trial Waiver**

You must bring any and all Disputes against us in your individual capacity and not as a plaintiff in or member of any purported class action, collective action, private attorney general action, or other representative proceeding. This provision applies to class arbitration. You and we both agree to waive the right to demand a trial by jury.

## **10. Other Legal Terms**

### **10.1 Entire Agreement**

These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications, and other understandings (if any) relating to the subject matter of the terms.

## **10.2 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. 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.

## **10.3 Rewards**

In connection with your historic or current use of one or more of our Products, we may provide you certain incentives, prizes, or rewards for completing certain activities, such as completing a certain number of transactions ("**User Rewards**"). Details regarding the criteria for earning a reward will be described within the applicable Product or official GFX Labs documentation. Upon satisfaction of the criteria for obtaining a reward and subject to your compliance with the associated rewards terms, this Agreement, and applicable law—to be determined exclusively by GFX Labs—we will use commercially reasonable efforts to promptly transfer the earned reward to the digital wallet that you designate or have connected to the applicable Product. We reserve the right to change, modify, discontinue, or cancel any rewards programs (including the frequency and criteria for earning such User Rewards), at any time and without notice to you.

## **10.4 Not Registered with the SEC or Any Other Agency**

We are not registered with the U.S. Securities and Exchange Commission in any capacity. You understand and acknowledge that we do not broker trading orders on your behalf. We also do not facilitate the execution or settlement of your trades, which occur entirely on public distributed blockchains such as Ethereum. As a result, we do not (and cannot) guarantee market best pricing or best execution through our Products or when using an Auto Routing feature which routes trades across liquidity pools on the Uniswap Protocol only. Any references in a Product to "best price" does not constitute a representation or warranty about pricing available through such Product, on the Uniswap Protocol, or elsewhere.

## **10.5 Not a Bank or FDIC-Insured Institution**

Neither Interest Protocol nor the IP Interface are banks or any form of regulated financial institutions. Interest Protocol is not for the safekeeping or storage of value. Moreover, funds or assets engaged or utilized through Interest Protocol or the IP Interface are not deposits and, as such, they are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency. By using our services, you acknowledge and understand that your assets or value are not protected or insured by any governmental or regulatory entity, and any risks associated with the use of Interest Protocol or the IP Interface are solely borne by you.



## **10.5 Notice**

We may provide any notice to you under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting.

## **10.6 Severability**

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

## **10.7 Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of any of our Products must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **10.8 Section Titles and Summaries**

The section titles and section summaries in the Agreement are for convenience only and have no legal or contractual effect.

Users with questions, complaints, or claims with respect this Agreement or any of our Products may contact us by email at [legal@gfxlabs.io](mailto:legal@gfxlabs.io).