Terms of use

di www.blotix.org
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IMPORTANT: To use our Tools (as defined below), you must sign an order form (an "Order Form"). Signing the Order Form constitutes your agreement to purchase access to the Tools under the terms of the Order Form and these terms of use (the "Terms").

By signing the Order Form, you (the "User") agree to abide by and be bound by these Terms. These Terms, together with the Order Form and as supplemented by it, constitute the agreement (the "Agreement") entered into between you and Blotix Fund LLC, a company with its registered office at 16192 Coastal Highway, Lewes - 19958 DELAWARE (USA), Company Number: 2637402, with offices at 14 Wall Street Manhattan, 20th floor, New York, NY 10005, United States of America ("Blotix") in relation to your use of the Tools. For contact, you can write to: info@blotix.io

Blotix and the User may be referred to herein collectively as the "Parties" or individually as a "Party".

BLOTIX ACTS SOLELY AS A TECHNOLOGY PROVIDER. BLOTIX AND ITS TOOLS DO NOT PROVIDE ANY CUSTODIAL SERVICES FOR YOUR USER TOKENS OR ANY USER TOKEN KEYS OR PRIVATE KEYS, OR ANY WARRANTY OR ENDORSEMENT OF ANY USER TOKEN, AND YOU MUST NOT REPRESENT OTHERWISE TO ANYONE.

In case of conflict between the terms of the Order Form and these Terms, the terms of the Order Form shall prevail.

Definitions
The headings and subheadings in these Terms are for convenience only and shall not be considered in the User Account in the construction or interpretation of any provision to which they refer.
Extended Unless otherwise indicated in these Terms, words indicating the singular include the plural and vice versa, and words indicating gender include all genders. The terms "include", "includes", or "including" shall be construed inclusively and shall be deemed to be followed by the words "without limitation".
Defined The following terms shall have the following meanings:
"Actions" means any action, suit, arbitration, investigation, or administrative or other proceeding before any arbitrator or Government.

- "Affiliate" means, in relation to each Party, a direct or indirect subsidiary of the Party, a holding company of the Party, and any other subsidiary of such holding company.
- "Aggregate Statistics" means data and information relating to the use by the User and any End User of the Tools on the Platform, used by Blotix in an aggregated and anonymous manner, including to compile statistical and performance information relating to the provision and operation of the Tools.
- "AML" means anti-money laundering, including all Laws applicable to the Parties that prohibit money laundering or any act or attempted act aimed at concealing or disguising the identity or origin of; changing the form of; or moving, transferring, or transporting illicit proceeds, property, funds, Fiat, or digital tokens, including the promotion of any illegal activity such as fraud, tax evasion, embezzlement, insider trading, financial crimes, corruption, theft or computer hacking, drug trafficking, proliferation of weapons, terrorism, or violations of economic sanctions, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing.
- "Anti-Corruption" means all Laws applicable to each Party that prohibit the bribery or corruption of government officials, kickbacks, inducements, and other related forms of commercial bribery or corruption.
- "API Terms of Service" means the Blotix API Terms of Service available in the Law Enforcement Request Policy.
- "Canadian Person" means (i) a resident of any province or territory of Canada; (ii) any Person incorporated or organized in or under the Laws of Canada or any province or territory of Canada; (iii) any estate of a deceased person who was a resident of any province or territory of Canada; and (iv) any Person incorporated or organized outside of Canada or any province or territory of Canada, in which any of the foregoing, individually or in the aggregate, directly or indirectly (x) holds a 50 percent or greater equity interest in terms of votes or value, (y) holds a majority of the seats or memberships on the entity's board of directors, or (z) authorizes, establishes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of the Person.
- "Confidential Information" has the meaning set forth in Section 7 of these

- "CRS" means the Common Reporting Standard or the Standard for Automatic Exchange of Financial Account Information.
- "CTF" means countering the financing of
- "Data Privacy Laws" means all applicable laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or
- "Default Rate" means an annual rate equal to the Secured Overnight Financing Rate (SOFR), plus five percent (5.00%) or, if lower, the highest rate permitted by applicable law.
- "Digital Tokens" means a digital representation of value that functions as: (i) a medium of exchange; (ii) a unit of account; (iii) a store of value; and/or (iv) other similar digital representations of rights or assets, typically including blockchain-based assets or rights, including sovereign cryptocurrencies or virtual currencies such as bitcoin and ether.
- "Digital Token Address" means an alphanumeric identifier that represents a potential destination for a transfer of Digital Tokens, which is typically associated with a user's Digital Token Wallet.
- "Digital Token Wallet" means a software application (or other mechanism) that provides a means for holding, storing, and transferring Digital Tokens, including a user's Digital Token Address, Digital Token balance, and private keys.
- "Documentation" means any know-how documentation relating to the Tools available on the Site, if and when available.
- "Economic Sanctions" means financial sanctions, trade embargoes, export or import controls, anti-boycott measures, and trade restrictive measures enacted, administered, enforced, or sanctioned by any law applicable to either Party.
- "Effective Date" has the meaning given to it in the applicable Order
- "End User" means any Person (other than the User) who receives or redeems a User Token from the User or, where applicable, who interacts with or accesses the KYC Portal Tools in connection with the User Token.
- "FATCA" means the Foreign Account Tax Compliance Act of the United States, as enacted by Title V, Subtitle A of the Hiring Incentives to Restore Employment Act, P.L. 111-147 (2010), as
- "FATF" means the Financial Action Task
- "Feedback" has the meaning set forth in Section 3 of these Terms.
- "Fees" has the meaning set forth in Section 1 of these Terms.
- "FIA" means the competent S. regulatory authority.
- "Fiat" means the currency of any country or jurisdiction that is: (i) designated as legal tender; and (ii) in circulation, and customarily used and accepted as a medium of exchange in the country or jurisdiction of issuance.
- "FinCEN" means the Financial Crimes Enforcement Network of the S. Department of the Treasury.

(aa) "Government" means any national, federal, state, municipal, local, or foreign branch of government, including any department, agency, subdivision, office, commission, court, arbitral body, or other governmental or quasi-governmental authority or component exercising executive, legislative, judicial, regulatory, or administrative powers, authority, or functions of or pertaining to a government instrumentality, including any parastatal corporation or state-owned (majority or greater) or state-controlled commercial enterprise.

(bb) "Government Official" means an officer or employee of any Government, a director, officer, or employee of any agency of any Government, a candidate for public office, a political party or an official of a political party, an officer or employee of a public international organization, and any Person acting in an official capacity for any of the foregoing, even if such Person acts in such capacity temporarily and without compensation.

(cc) "Law Enforcement Request Policy" means the law enforcement request policy available at this link.

(dd) "Laws" means all laws, statutes, orders, regulations, rules, treaties, and/or official obligations or requirements enacted, promulgated, issued, ratified, enforced, or administered by any Government that apply to the User, User Tokens, or the Platform.

(ee) "Losses" means, collectively, any claim, demand, loss, injury, penalty, delay, accident, cost, business interruption costs, or any other expense (including attorneys' fees or costs of any claim or suit), including any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any other commercial loss.

(ff) "KYC Portal" means the online portal that is part of the Platform and is made available to the User and its End Users to allow End Users to submit KYC documents and other anti-money laundering and compliance documents required by the User in connection with User Tokens.

(gg) "KYC Portal Tools" means the provision of End User access to the KYC Portal.

(hh) "OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

(ii) "Order Form" has the meaning given in the preamble to this document.

(jj) "Person" includes an individual, association, partnership, corporation, other legal entity, trust, estate, and any form of organization, group, or entity (whether or not having a distinct legal personality).

(kk) "Platform" means Blotix.com, an online platform that provides access to software tools for creating and managing cryptocurrencies.

(ll) "Privacy Policy" means the privacy policy available at this link.

(mm) "Private Key" means the alphanumeric code that provides control over a Digital Token Address.

(nn) "Prohibited Jurisdictions" means any of the following: (i) a jurisdiction subject to a total embargo by the United States or the United Nations, which as of the date of these Terms includes Iran, the Democratic People's Republic of Korea ("North Korea"), Cuba, Syria, Crimea (a region of Ukraine annexed by the Russian Federation), the self-proclaimed Donetsk People's Republic (a region of Ukraine), the self-proclaimed Luhansk People's Republic (a region of Ukraine), Kherson (a region of Ukraine), and Zaporizhia (a region of Ukraine), including any Government or Government Official of such jurisdictions; (ii) a high-risk jurisdiction subject to a call for action by the FATF to apply countermeasures or enhanced due diligence measures, which as of the date of these Terms includes Iran, Myanmar, and North Korea; and (iii) any other country for as long as it prohibits or would require the registration or qualification of Blotix with a government or government official thereof.

(oo) "Prohibited Person" means any U.S. Person; any Canadian Person; the government of Venezuela; any resident of, or government or government official of any Prohibited Jurisdiction; and any Sanctioned Person.

(pp) "Prohibited Use" has the meaning set forth in Section 2.4 of these Terms. (qq) "Run-Off Period" has the meaning set forth in Section 11.3(b) of these Terms.

(rr) "Sanctioned Person" refers to any Person or Digital Token Address that is: (i) specifically listed on any Sanctions List; (ii) owned directly or indirectly 50 percent or more by any Person or group of Persons in the aggregate, or a Digital Token Wallet associated with such Person or Persons, mentioned in any Sanctions List, or Government or Government Official of any Prohibited Jurisdiction; or (iii) subject to any government approval requirement or otherwise sanctioned, restricted, or penalized under applicable economic sanctions, AML, and CTF laws.

(ss) "Sanctions List" means the "Specially Designated Nationals and Blocked Persons" ("SDN") list and the non-SDN list, including the "Sectoral Sanctions Identifications" list, published by OFAC; the Section 311 special measures for jurisdictions, financial institutions, or international transactions of primary money laundering concern published by FinCEN; and any other foreign terrorist organization or other list of sanctioned, restricted, or excluded parties published by the competent U.S. regulatory authority, or under the economic sanctions, AML, or CTF laws of the United States government or any other jurisdiction or government, as applicable to the User, Blotix, the Platform, or the Tools, each as amended, supplemented, or replaced from time to time.

(tt) "Sensitive Personal Data" means an individual's financial information, sexual preferences, medical or health information protected by any health data protection law, biometric data (for the purpose of uniquely identifying an individual), personal information of children protected by any child protection law, and any other type of information included in this term or a similar term (such as "sensitive personal information" or "special categories of personal information") as used in applicable data privacy laws.

(uu) "Service Term" has the meaning set forth in Section 11.1 of these Terms.

(vv) "Site" means all web pages at blotix.com or any other substitute URL that Blotix may communicate to the User from time to time.

(ww) "Smart Contract" means the smart contracts used to create and/or manage the User Token licensed to the User by Blotix hereunder.

(xx) "U.S. Insular Territory or Possession" means the Commonwealth of Puerto Rico; the U.S. Virgin Islands; Guam; the Commonwealth of the Northern Mariana Islands; and all other territories and possessions of the United States, other than Indian lands (as defined in the Indian Gaming Regulatory Act).

(yy) "Blotix" has the meaning set forth in the premises of these Terms.

(zz) "Blotix IP" means the Platform, the Tools, the Documentation, and any intellectual property provided to the User or any User Authorized Personnel in connection with the foregoing. For the avoidance of doubt, Blotix IP includes the Smart Contracts, all trademarks, service marks, and trade names on the Site, including both word marks and design marks, logos, text, code, images, graphics, and other protected works, trade secrets, proprietary know-how, Aggregate Statistics, and any information, data, or other content derived from Blotix's monitoring of the User's access to or use of the Tools, but does not include User Data or User Tokens.

(aaa) "Third-Party Products" has the meaning set forth in Section 11.8 of these Terms. (bbb) "Tools" has the meaning set forth in Section 2.1 of these Terms.

(ccc) "User" has the meaning set forth in the premises of these Terms.

(ddd) "User Account" means the User Account that the User creates on the Platform to access the Tools described herein.

(eee) "User Authorized Personnel" means the User's employees, consultants, contractors, and agents (i) who are authorized by the User to access and use the Tools under the rights granted to the User under the Agreement; (ii) for whom access to the Tools has been purchased under this Agreement; (iii) who are not Prohibited Persons; and (iv) who do not access the Platform from any Prohibited Jurisdiction.

(fff) "User Data" means, in addition to Aggregate Statistics, information, data, and other content, in any form or medium, submitted, posted, or otherwise transmitted by or on behalf of the User, an End User, or any User Authorized Personnel through the Tools.

(ggg) "User Token" means a digital token that the User uses the Platform to create and manage.

(hhh) "User Token Key" means the private key that a User uses to create and manage User Tokens.

(iii) "United States" or "U.S." means the various states of the United States and the District of Columbia.

(jjj) "U.S. Citizen or U.S. Resident" includes any U.S. citizen, lawful permanent resident of the United States, individual who meets the "substantial presence" test described in section 7701(b)

(3) of the U.S. Internal Revenue Code of 1986 (as amended), protected individual under section 1324b(a)(3) of the U.S. Immigration and Nationality Act, or individual who holds a passport issued by the United States government.

(kkk) "U.S. Financial Institution" means any U.S. Person and any of its affiliates, branches, offices, or agents incorporated, organized, or located in the United States or a U.S. Insular Territory or Possession that engages in: (i) accepting deposits, (ii) making, granting, transferring, holding, or brokering remittances, loans, or credits, or (iii) buying or selling foreign currency, securities, commodity futures or options, or procuring buyers and sellers thereof, whether as principal or as agent, and this term applies to the affiliates, branches, offices, and agencies of any foreign financial institution that are located in the United States or a U.S. Insular Territory or Possession, but not to the affiliates, branches, offices, or agencies of such foreign financial institution located outside the United States and the U.S. Insular Territory or Possession. U.S. financial institutions include depository institutions, banks, savings and loan associations, money services businesses, trust companies, insurance companies, securities brokers and dealers, commodity futures and options brokers and dealers, forward contract and foreign exchange dealers, securities and commodities exchanges, clearing corporations, investment companies, employee benefit plans, and U.S. holding companies, U.S. affiliates, or U.S. subsidiaries of any of the foregoing.

(lll) "U.S. Person" means:
a S. citizen or U.S. resident;
a corporation, partnership, or other entity established or organized under the laws of the United States;

any estate: (i) of a decedent who was a U.S. citizen or resident at the time of death; (ii) of which an executor or administrator is a U.S. person (unless such executor or administrator is a professional fiduciary
and shares with a non-U.S. person investment discretion with respect to the assets of an estate that is governed by non-U.S. law); (iii) that is administered under the laws of the United States; and (iv) with assets located in the United States;
any trust if (i) a U.S. court is able to exercise primary supervision over the administration of the trust, and (ii) one or more S. persons have the authority to control all substantial decisions of the trust;
any Person organized or incorporated outside the United States and the S. Insular Territory or Possession in which any of the foregoing, individually or in the aggregate, directly or indirectly

(i) holds a 50 percent or greater equity interest in terms of votes or value, (ii) holds a majority of the seats or memberships on the entity's board of directors, or (iii) authorizes, establishes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of the Person; or

any pension plan for the employees, officers, or directors of a legal entity described in Section 3(lll)(ii), unless the pension plan is primarily for the foreign employees of such entity.

Access and Use

The primary purpose of the Platform is to provide access to software tools to assist the User in the creation, configuration, and management of their User Token. To this end, and to the extent and in the manner indicated in the Order Form, Blotix may make available to the User on the Platform certain software-as-a-service offerings (collectively and as provided to the User in the Order Form, the "Tools").

Provision of Access. Subject to the Agreement, Blotix grants the User a non-exclusive and non-transferable right to access and use the Tools on the Platform for the duration of the Service Term, solely for use, pursuant to Section 3, by the User's Authorized Personnel in accordance with the terms and conditions contained herein. Subject to the terms of Section 3, the use of the Tools is limited to the User's internal use. Blotix will provide the User with the necessary links or network connections to enable them to access the Tools on the Platform via the Internet. The total number of User Authorized Personnel shall not exceed the number set forth in the Order Form, except as expressly agreed in writing by the Parties and subject to any appropriate adjustment of the Fees due under this Each Person who will use a User Token Key to perform transactions related to the User Token using the Tools must be a User Authorized Personnel. For example, if the User requires three "signatories" to use their User Token Key to perform transactions related to the User Token, each "signatory" must be a User Authorized Personnel.

Documentation Subject to the terms of the Agreement, Blotix grants the User a non-exclusive, non-sublicensable, and non-transferable license to use the Documentation solely for the User's internal purposes for the duration of the Service Term, in connection with the use of the Tools.

Use The User shall not use the Tools for any purpose other than as intended by the access granted in the Agreement. The User shall not at any time, directly or indirectly, and shall not permit any User

Authorized Personnel to:

copy, modify, or create derivative works of the Tools or Documentation, in whole or in part;

rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Tools or Documentation;

reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Blotix IP or any software component of the Tools, in whole or in part;

remove any proprietary notices from the Tools or Documentation;

use the Platform to issue or facilitate the transfer of User Tokens or other Digital Tokens in violation of any applicable Law (including securities, commodities, or consumer protection Laws, Data Privacy Laws, or AML Laws);

use the Tools or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any Person, or that violates any applicable Law;

use the Platform or any Tool for the purpose of masking the origin or nature of illicit proceeds or to further any violation of applicable Laws, or to transact or traffic in any contraband Digital Token, Fiat, funds, property, or proceeds;

use the Platform or any Tool to violate any applicable Law, including AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws, or to prohibit, penalize, sanction, or expose Blotix to liability for any Tool provided or offered to the User under the Agreement;

use the Platform or any of the Tools, or any financial services of any U.S. financial institution, whether or not affiliated with Blotix, to facilitate, approve, circumvent, avoid, violate, attempt to violate, aid, or abet the violation or circumvention of any applicable Law, including AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws;

use the Platform or any Tool to evade taxes under the laws of the United States or any other jurisdiction applicable to the User or the Platform;
purchase or redeem Digital Tokens or otherwise transact on the Platform or any Tool with anything other than Fiat, funds, keys, property, or Digital Tokens that have been legally obtained by the User and belong to the User;
use the Platform or any Tool to interfere with or subvert the rights or obligations of Blotix or the rights or obligations of any other user or any third party or cause legal liability for Blotix or any other user or third party;
exploit any technical problem, malfunction, failure, delay, default, or security breach on the Platform;
use the Platform or any Tool to engage in conduct that is harmful to Blotix or any other user or third party;
falsify or materially omit any information or provide misleading or inaccurate information requested by Blotix, including at the time of registration or during the administration of any Tool to the User;
cause harm or attempt to harm Blotix or any third party through the User's access to the Platform or any Tool;
where the User is subject to prohibitions or restrictions as set forth herein, access the Platform or use Tools using a virtual private network, proxy service, or any other third-party service, network, or product with the effect of masking the User's IP address or location, or access the Platform or use Tools using a Digital Token Address in or subject to the jurisdiction of any Prohibited Jurisdiction or Government or Government Official thereof;
use the Platform or any Tool for the financial or other benefit of a Prohibited Person;
allow User Tokens to be used directly or indirectly (i) in violation of or as prohibited, restricted, or penalized under applicable Economic Sanctions Laws; or (ii) in any way that would violate, be inconsistent with, be penalized under, or cause the failure to file any report required under applicable AML Laws, CTF Laws, or Economic Sanctions Laws; or
violate, promote, cause a violation of, or conspire or attempt to violate the Agreement or applicable Laws; or
where the User has access to the KYC Portal Tools, use, or encourage or permit the use by any other Person of the KYC Portal to collect Sensitive Personal Data other than financial information collected for a bona fide purpose directly related to the User Tokens;
where the User has access to the KYC Portal Tools, use, encourage, or permit the use by any other Person of the KYC Portal for any use other than that directly related to User Tokens.
Any use, actual or suspected, as described in this Section 2.4 shall constitute a "Prohibited Use". Should Blotix determine or suspect that the User has engaged in a Prohibited Use, Blotix may impose an appropriate penalty in its sole and absolute discretion. Such penalty may include reporting to any government authority, law enforcement, or other authorities, without notice to the User regarding such reporting; confiscation of any Fiat, funds, property, proceeds, or Digital Tokens in any Digital Token Wallet the User may have on the Platform; and the suspension or termination of the User's access to any Tools or Fiat, funds, property, or Digital Tokens from any Digital Token Address. Furthermore, should the User's actions or omissions result in the imposition of economic costs on Blotix, the User shall pay Blotix an amount to compensate Blotix, including the amount of taxes or penalties that may be imposed on Blotix. For the avoidance of doubt, all Prohibited Persons are strictly forbidden from using, directly or indirectly, the Platform or any of the Tools in any way. The User shall not use the Platform or any of the Tools for the financial or other benefit of a Prohibited Person or to engage in a Prohibited Use as described above.

Reservation of Rights. Blotix reserves all rights not expressly granted to the User in the Agreement. Except for the limited rights and licenses expressly granted under these Terms, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to the User or any third party any intellectual property right or other right, title, or interest in or to the Blotix The User agrees not to appropriate, copy, imitate, display, exploit, reverse engineer, publish, or otherwise use Blotix IP without the express written permission of Blotix or the respective owner of the Blotix IP, including as a trademark, service mark, trade name, domain name, website name, social media profile/handle, online, in an advertisement, in marketing, as or in connection with a telephone number, as or in connection with an email address, in Internet search results, in metadata or code, or in any other way.
Notwithstanding anything to the contrary in these Terms, Blotix may permanently or temporarily suspend the access of the User and any User Authorized Personnel or, where KYC Portal Tools are provided, any End User to any part or all of the Tools, without notice if: (i) Blotix reasonably determines that (A) there is a threat or attack on any of the Blotix IP; (B) the use of Blotix IP by the User, any User Authorized Personnel, or any End User disrupts or poses a security risk to Blotix IP or any other user or provider of Blotix; (C) the User, any User Authorized Personnel, or any End User is using Blotix IP for fraudulent or illegal activities; (D) under applicable law, the User has ceased to carry on its business in the ordinary course, has made an assignment for the benefit of creditors or a similar disposition of its assets, or has become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Blotix's provision of the Tools to the User or any User Authorized Personnel is prohibited by applicable law; (ii) in the event that Blotix or any other Person receives a complaint from any End User or relating to the User's Tokens; (iii) in accordance with Section 6.1; or (iv) the User engages in any Prohibited Use described in Section 2.4.
Service Without limiting the foregoing in Section 2.6, Blotix reserves the right to permanently or temporarily suspend the access of the User, any User Authorized Personnel, and, where KYC Portal Tools are provided, any End User to any

part or all of the Tools at any time, for any reason, without notice (such suspension being defined as a "Service Suspension"), including for scheduled or unscheduled maintenance, should a provider of Blotix have suspended or terminated Blotix's access to or use of any third-party service or product necessary to enable the User to access the Tools, or should Blotix have ceased to make the Platform available. Blotix will use commercially reasonable efforts to provide the User with written notice of any Service Suspension and to provide updates regarding any proposed restoration of the User's access to the Tools following any Service Suspension. Blotix shall not be liable for any damages, liabilities, losses (including any loss of data or profits), or other consequences that the User or any User Authorized Personnel may suffer as a result of a Service Suspension.

Aggregate Statistics. Notwithstanding anything to the contrary in the Agreement, Blotix may monitor the User's use of the Tools and, where provided, the use of the KYC Portal Tools by any End User, and collect and compile Aggregate Statistics. As between Blotix and the User, all right, title, and interest in the Aggregate Statistics, and all intellectual property rights therein, belong to and are retained solely by Blotix. The User acknowledges that Blotix may compile Aggregate Statistics based on User Data input into the Tools. The User agrees that Blotix may (i) make Aggregate Statistics publicly available in compliance with applicable Law and (ii) use Aggregate Statistics to the extent and in the manner permitted by applicable Law; provided that such Aggregate Statistics do not identify the User or the User's Confidential Information.

User Authorized Personnel. The maximum number of User Authorized Personnel who may access the Tools is set forth in the Order Form. Each Person who will use a User Token Key to perform transactions related to the User Token using the Tools must be a User Authorized Personnel. To use the Tools, each Person who will use a User Token Key to perform transactions related to the User Token must have a compatible Digital Token Wallet.

KYC Portal Tools

Provision of Tools. Where expressly stated in the Order Form, Blotix may provide the User and its End Users with access to the KYC Portal to upload identification documents and other documents (the "End User Information"). The KYC Portal serves solely as a channel to allow End Users to upload End User Information, which will then be shared with the User in accordance with the Privacy Policy, so that the User can ascertain that the issuance and management of User Tokens are carried out in compliance with all applicable Laws, including AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, Data Privacy Laws, or tax Laws.

No Review Performed. Blotix does not review, screen, or monitor any End User, or any documentation provided by them, whether held, submitted, or received pursuant to the use of the KYC Portal Tools or otherwise, and assumes no liability in this By using the KYC Portal Tools, the User must not rely on Blotix to perform such reviews. Blotix does not provide, and nothing in the Tools shall be construed as providing, any legal, compliance, or regulatory advice regarding User Tokens or End Users. Blotix makes no representation or warranty as to the content, accuracy, or legality of any information provided by the End User. The User retains sole responsibility, and no provision of the Agreement implies any liability for Blotix, for ensuring that the issuance and management of User Tokens are performed in compliance with all applicable Laws, including AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws that may apply.

Use of End User The User is required to ensure that all End User Information accessed by or on its behalf is handled in accordance with applicable Privacy Laws. The User shall not use the KYC Portal Tools to collect Sensitive Personal Data other than financial information collected for a bona fide purpose directly related to the User Tokens.

No Retention Obligation. Blotix has no obligation to retain End User Information for a minimum The User must ensure that it retains such copies of the End User Information, in a manner compliant with applicable Data Privacy Laws, to meet data retention requirements under all applicable Laws, including applicable AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws.

Compliance Programs. The User agrees to establish and maintain an adequate program to promote compliance with and prevent violations of anti-money laundering (AML) laws, CTF laws, anti-corruption laws, economic sanctions laws, tax laws, securities laws, or other applicable The User further represents and warrants that, where required by applicable law: (i) it has written policies and procedures, including procedures for identifying and reporting suspicious activity; (ii) it has designated an AML compliance officer (whose identity has been disclosed to Blotix); (iii) it provides AML training; and (iv) its compliance program is periodically assessed or audited independently.

User Responsibilities

The User is responsible for all uses of the Tools and Documentation resulting from access provided by the User, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, the User is responsible for all acts and omissions of User Authorized Personnel and any End User, and any act or omission of User Authorized Personnel and any End User using the Platform that would constitute a breach of the Agreement if undertaken by the User will be deemed a breach of the Agreement by the User. The User agrees to use all reasonable efforts to inform all User Authorized Personnel of the provisions of the Agreement applicable to the

use of the Tools by such Authorized Personnel and to cause the User Authorized Personnel to comply with such provisions.
End User License The User agrees to ensure that any agreement, contract, or terms of sale between the User and the End User explicitly releases Blotix from any liability arising from the use of the Tools.
Responsibility for Private Keys. The User is solely responsible for the control and management of its Private Keys, including User Token Keys. The Tools and the Platform do not constitute a Digital Token Wallet and do not include functionality for storing and managing Private Keys. To use the Tools, the User will need a separate Digital Token Wallet. Such Digital Token Wallet is subject to its own terms and conditions and related provisions. If the User does not agree to be bound by the applicable terms for such Digital Token Wallet, they should not install or use such Digital Token Wallet. Blotix and its Affiliates do not have access to or control over the User's Private Keys or User Token Keys and, consequently, have no control over User Tokens nor the ability to support the User in the event that any of the User's Private Keys or any of the User Token Keys are lost, stolen, or otherwise compromised. The User must ensure that they have the necessary capacity and resources to manage User Tokens outside of the Platform in the event of Platform unavailability, Service Suspension, termination or expiration of the Agreement, or for any other similar event or reason. Blotix shall not be liable for any loss or damage suffered by the User, any End User, or any other Person, or relating to User Tokens due to the unavailability of the Platform, Service Suspension, termination or expiration of the Agreement, or for any other similar event or reason.
The Tools may from time to time allow for the creation and management of Digital Tokens on one or more blockchains. Such blockchains are subject to their own terms and conditions and are not under the control of Blotix nor made available by Blotix. The User must review and become familiar with the blockchain(s) on which they choose to create User Tokens. Blotix makes no representations or warranties of any kind with respect to any blockchain and shall not be liable for any loss or damage suffered by the User or any other Person, or relating to User Tokens, due to the unavailability or performance of any blockchain.
Service Levels and Blotix provides no warranty or remedy regarding service levels, availability, or performance of the Platform or any of the Tools.

Fees and

The User shall pay Blotix the fees ("Fees") as set forth in the Order Form, without any deduction or offset.
Payment Terms. The User shall make all payments on or before the due date specified in the Order Form or, if not otherwise specified, within thirty (30) days of the submission of an invoice or written request by or on behalf of Blotix. In the event of non-payment by the User when due, without limiting Blotix's other rights and remedies: (i) Blotix may charge interest on the overdue amount at the Default Rate calculated daily and compounded monthly; (ii) the User shall reimburse Blotix for all reasonable costs incurred by Blotix in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such default continues for ten (10) days or more, Blotix may suspend the User's and its Authorized Personnel's access to the Platform and any part or all of the Tools until such amounts are paid in
All Fees and other amounts payable by the User under the Agreement are exclusive of taxes and similar charges. The User is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by the User hereunder.
Blotix reserves the right to change the Fees at any time, and Blotix will notify the User of such changes to the Fees in accordance with the terms of the Agreement.
Gas Fees. Some Tools involve the use of a blockchain, which may require the User to pay a fee, commonly known as "gas" ("Gas Fees"), for the computational resources required to execute a transaction on the blockchain. The User acknowledges and agrees that Blotix has no control over: (a) any transactions on the blockchain; (b) the method of payment of any Gas Fees; or (c) any actual payments of Gas Fees. Accordingly, the User must ensure they have a sufficient balance of applicable Digital Tokens to pay the applicable Gas Fees in order to complete any transaction on the blockchain before initiating such transaction on the blockchain.
Confidential Information. From time to time during the Service Term, each Party may disclose or make available to the other Party information relating to its business, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or medium, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any Person or entity, except for: (x) the receiving Party's personnel or its Affiliates' personnel who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder, and (y) in the case of Blotix, as set forth in Section 12 (Information Sharing). Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited

extent required (i) to comply with an order of a court or other governmental body, or as otherwise necessary to comply with applicable Law, provided that the Party making the disclosure under the order has first given written notice to the other Party and has made all reasonable efforts to obtain a protective order; or (ii) to establish a Party's rights under the Agreement, including filing required documents in court. Upon the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's confidentiality obligations with respect to Confidential Information are effective as of the Effective Date and shall survive the termination or expiration of the Agreement indefinitely.
Intellectual Property;

Blotix Intellectual Property. The User acknowledges that, as between the User and Blotix, Blotix owns all right, title, and interest, including all intellectual property rights, in and to the Blotix IP and, with respect to Third-Party Products, the applicable third party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
User Data. Blotix acknowledges that, as between Blotix and the User, the User owns all right, title, and interest, including all intellectual property rights, in and to the User Data. The User hereby grants to Blotix a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the User Data and perform all acts with respect to the User Data as may be necessary for Blotix to provide the User with the Tools on the Platform, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display User Data incorporated within the Aggregate Statistics.
If the User or any of its employees, contractors, or agents sends or transmits any communications or materials to Blotix by mail, email, telephone, or otherwise, suggesting or recommending changes to the Blotix IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Blotix is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. The User hereby assigns to Blotix, on its own behalf and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and Blotix is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Blotix is not required to use any Feedback.

Limited Warranty and

BLOTIX IP, THE TOOLS, AND THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND BLOTIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BLOTIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BLOTIX MAKES NO WARRANTY OF ANY KIND THAT THE BLOTIX IP, THE TOOLS, THE PLATFORM, OR ANY USER TOKEN OR THE RESULT OF THE USE OF THE BLOTIX IP, THE TOOLS, THE PLATFORM, OR THE USER TOKEN, WILL MEET THE USER'S, ANY END USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER TOOLS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. THE USER IS ADVISED TO SAFEGUARD IMPORTANT DATA, USE CAUTION, AND NOT RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE TOOLS, THE PLATFORM, OR THE USER TOKEN.

Limitations of Liability; Indemnification.
To the maximum extent permitted by applicable law, the User irrevocably agrees and acknowledges that Blotix, its affiliates, and each of their respective shareholders,members, officers, directors, contractors, employees, attorneys, and agents (collectively the "Associates") assume no liability and none shall have any liability, whether in an action in contract, tort, or otherwise, for any Losses arising directly or indirectly from or related to:
any breach of the Agreement by the User;
the issuance or management of any User Token;
the Platform and the User's use thereof, except as expressly provided in the Agreement;
the Tools and the User's use of any of them, except as expressly provided in the Agreement;
any failure by the User, any of the User's Affiliates, any End User, or any holder of User Tokens to comply with applicable Laws;
any agreement between the User and any End User or any other third party;
any information or material available through the Platform, from Blotix, one of its Affiliates, or any other Person;
any User Tokens;

any inaccurate, misleading, or incomplete statement by Blotix or on the Platform regarding User Tokens, whether caused by Blotix's negligence or otherwise;
any failure, delay, malfunction, interruption, or decision (including any decision by Blotix to modify or interfere with the User's rights or to terminate the User's access to the Platform) by Blotix in the operation of the Platform or in the provision of any Tool;
any blockchain on which a User Token is issued or managed, including any failure, delay, malfunction, or interruption of such blockchain;
any fork of any blockchain on which a User Token is issued or managed;
any stolen, lost, or unauthorized use of User Tokens, any security breach or data breach related to such Digital Tokens, or any criminal or third-party act affecting Blotix or any of its Affiliates;
any offer, representation, suggestion, statement, or claim regarding Blotix, the Platform, or any Tool;
the use or misuse of any End User information by the User or for which the User is responsible; or
another Person using the User Tokens, Private Keys, User Account, or password, with or without the User's knowledge.
THE USER HEREBY AGREES TO RELEASE BLOTIX AND EACH OF ITS ASSOCIATES FROM ALL LIABILITY FOR ALL LOSSES, INCLUDING THOSE DESCRIBED IN THIS SECTION 10, AND THE USER SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS BLOTIX AND EACH OF ITS ASSOCIATES FROM AND AGAINST ALL LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING LIMITATIONS OF LIABILITY, RELEASES, AND INDEMNITIES SHALL APPLY REGARDLESS OF WHETHER THE ALLEGED LIABILITY OR LOSSES ARE BASED ON CONTRACT, NEGLIGENCE, TORT, UNJUST ENRICHMENT, STRICT LIABILITY, VIOLATION OF LAW OR REGULATION, OR ANY OTHER BASIS, EVEN IF BLOTIX OR ANY ASSOCIATE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES, AND REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OTHER REMEDIES. WHERE LOSSES CANNOT BE EXCLUDED, BLOTIX'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE USER TO BLOTIX IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.
Without prejudice to the foregoing, the User agrees to indemnify and hold harmless Blotix and the Associates from and against any Action, Loss, or judgment related thereto of any kind or nature, which may be imposed on, incurred by, or asserted against Blotix or any Associate in any way relating to or arising out of the use by the User or any End User of the Blotix IP, the Platform, or any Tool, including any User Token, or any act, event, or transaction related or connected thereto.
Exclusions from Indemnity. Notwithstanding the foregoing, the User shall have no obligation to indemnify under this Section with respect to Blotix or any Associate to the extent caused by or resulting from the bad faith, willful misconduct, or gross negligence of Blotix or such Associate. To the extent that an indemnification undertaking in the preceding Sections may be unenforceable as violating any law or public policy, the User shall fulfill such undertaking to the maximum extent permitted by applicable Any liability, obligation, loss, damage, penalty, cost, or expense covered by an indemnity under these Terms shall be paid to each Associate on demand and, in the event of failure to pay promptly, shall, together with accrued interest at the Default Rate from the date each Associate incurred it until payment by the User, be added to the User's obligations under this Agreement. The provisions of this Section 10 shall survive the termination of the Agreement.
Term and Termination.

The initial term of the Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the express provisions of the Agreement, shall remain in effect for the term specified in the Order Form or, if no term is specified, for one (1) year from such date (the "Initial Term"). The Agreement shall automatically renew for additional successive one (1) year periods, unless terminated earlier pursuant to the express provisions of the Agreement or by written notice to the other Party of non-renewal at least thirty (30) days prior to the expiration of the then-current term (together with the Initial Term, the "Service Term").
In addition to any other express termination right set forth in the Agreement:
Blotix may terminate the Agreement, effective upon written notice to the User, in the event of a Service Suspension or any other suspension of the Tools under this Agreement;
Blotix may terminate the Agreement, effective upon written notice to the User, if the User: (A) fails to pay any amount due under this Agreement and such failure continues for more than ten (10) days after delivery of written notice by Blotix; or (B) breaches any of its obligations under Section 2.4 or Section 7;
each Party may terminate the Agreement, effective upon written notice to the other Party, if the other Party breaches the Agreement and such breach: (A) is not curable; or (B) being curable, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
each Party may terminate the Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make

a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Effect of Expiration or Termination; Run-Off

Except as expressly permitted under Section 3(b), upon expiration or earlier termination of the Agreement, the User shall immediately cease all use of the Blotix IP and, without limiting the User's obligations under Section 7, the User shall delete, destroy, or return all copies of the Blotix IP and certify in writing to Blotix that the Blotix IP has been deleted or destroyed. No expiration or termination shall affect the User's obligation to pay all Fees that may have become due before such expiration or termination, nor entitle the User to any refund.

Upon expiration or termination of the Agreement, subject to applicable Law, Blotix will: (a) for thirty (30) days continue to retain User Data and will use commercially reasonable efforts to make such data available to the User upon request made within such third (30) day; and (b) continue to grant the User a non-exclusive, non-sublicensable, and non-transferable license to use the Smart Contracts for a period of ninety (90) days from the effective date of termination (the "Run-Off Period"). The User will use the Run-Off Period to migrate the User Token to another Smart Contract of its choice. The continuing license granted in this Section applies only to the Smart Contracts and does not extend to the Platform, any other Blotix IP, or other Tools provided by Blotix under this Agreement. The User acknowledges that: (i) for the duration of the Run-Off Period, the User will continue to be bound by the terms of this Agreement; and (ii) by the expiration of the Run-Off Period, the User must have completed any necessary migration of the User Tokens to another smart contract and ceased all use of the Smart Contracts. In the event the User fails to cease use of the Smart Contracts by the expiration of the Run-Off Period, Blotix reserves the right to take such steps as it deems necessary to protect its rights, including seeking an injunction or other equitable relief pursuant to Section 12.11 (Equitable Relief). Notwithstanding the foregoing, Blotix shall have no obligation to provide continued access to the Smart Contracts if such access is restricted or prohibited by law. In the event Blotix believes that the User's continued access to the Smart Contracts during the Run-Off Period is restricted or prohibited by law, Blotix will provide notice to the User as soon as practicable.

User's Representations and Warranties. The User represents and warrants to Blotix, as of the date of acceptance or deemed acceptance of the Agreement and on each day that the User uses or accesses the Tools, in each case with reference to the facts and circumstances existing on such date, as follows:

that, if the User is an individual user, the User is eighteen (18) years of age or older and that the User has the capacity to contract under applicable Laws;

that, if the User is using the Platform on behalf of a legal entity, (i) such legal entity is duly organized and validly existing under the applicable Laws of its jurisdiction of organization; and the User and each User Authorized Personnel are duly authorized by such legal entity to act on its behalf;

that the User understands the risks associated with using the Platform and the Tools, that the User and no User Authorized Personnel is prohibited or restricted from using the Platform and the Tools on the Platform, and that neither the User nor any User Authorized Personnel is otherwise prohibited by applicable Laws from using the Platform and the Tools;

that the User is able to assess the merits, risks, and suitability of the Platform and the Tools on the Platform on its own behalf or with the advice of professionals of its choosing, and Blotix has not provided the User with any investment advice, portfolio management, legal, regulatory, accounting, tax, or other advice, or advice on trading techniques, models, algorithms, or other schemes;

that the User has assessed the merits and risks of the Platform and the Tools on the Platform based solely on its own independent review and consultations with investment, legal, regulatory, tax, accounting, and other advisors that the User has deemed necessary, and without relying on any statement or warranty, or advice, from Blotix;

that the User will not use, and will ensure that its Authorized Personnel will not use, the Platform or any Tool on the Platform to conceal or disguise the origin, ownership, control, or nature of the proceeds of crime or terrorist financing, or of corruption relating to any Person or Government Official under any applicable Law, or property subject to Economic Sanctions, frozen assets, or to promote any violation of applicable Laws, including AML Laws or CTF Laws, or to trade illegal User Tokens, other Digital Tokens, Fiat, property, funds, or proceeds;

that the User is currently in compliance with, and shall, at its own expense, comply with all Laws that relate to or affect the User's Tokens, the Platform, and the Tools operated under the Agreement, including AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws, including FATCA and CRS;

that the User consents to any tax and information reporting under AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws, including FATCA and CRS, as Blotix may reasonably determine;

(i) that neither the User nor any of its Affiliates will use the Tools or the Platform directly or indirectly (i) on behalf of or for the benefit of a Prohibited Person or any Person subject to the jurisdiction of a Prohibited Jurisdiction; (ii) in violation of or as prohibited, restricted, or sanctioned under applicable Economic Sanctions Laws; or (iii) in any way that would

violate, be inconsistent with, be sanctioned under, or cause the failure to file any report required under applicable AML Laws, CTF Laws, or Economic Sanctions Laws;

that the User has not (i) violated; (ii) been fined, excluded, sanctioned, subject to restrictions related to economic sanctions, or otherwise penalized under; (iii) received any oral or written notification from any Government regarding an actual or possible violation by the User under; or
(iv) received any other report that the User is subject to or the target of sanctions, restrictions, penalties, or enforcement actions or investigations under any applicable Law, including AML Laws, CTF Laws, Anti-Corruption Laws, or Economic Sanctions Laws;

that the User has implemented and will implement during the Service Term reasonable controls such that User Tokens will not be used directly or indirectly (i) in violation of or as prohibited, restricted, or penalized under applicable Economic Sanctions Laws; or (ii) in any way that would violate, be inconsistent with, be penalized under, or cause the failure to file any report required under applicable AML Laws, CTF Laws, or Economic Sanctions Laws;
that neither the User nor any of its Affiliates is: (i) itself or owned or controlled by a Sanctioned Person; (ii) involved in any transaction, transfer, or conduct, whether through the use or receipt of the Tools, that could reasonably result in the User or its Affiliates becoming a Sanctioned Person; or (iii) resident or domiciled in, or transferring Digital Tokens, Fiat, funds, or property to, from, or through any User Account in, a Prohibited Jurisdiction or a Government or Government Official of a Prohibited Jurisdiction;
that neither the User nor any of the User's Affiliates has offered, promised, given, or authorized, directly or indirectly, any payment, nor offered, promised, given, or authorized the giving of anything of value, including any User Tokens, other Digital Tokens, to a Government Official or to an individual employed by another entity in the private sector, in violation of any applicable Anti-Corruption Law;
that the User will not falsify, and will ensure that its Authorized Personnel will not falsify, any Platform or Tools registration or administration details provided to Blotix;
that the User will not falsify or materially omit any information or provide misleading or inaccurate information requested by Blotix in the course of, directly or indirectly related to, or arising from the User's activities on the Platform or the use of any Tool, including at registration, in the Order Form, or during administration or other due diligence processes, and that if any information provided to Blotix should prove to be incorrect, the User will promptly provide the correct information to Blotix;
that the User shall, and shall ensure that its Authorized Personnel use, antivirus, antimalware, and other reasonable software and techniques to protect the User and its Digital Tokens on the Platform from being the victim of a hack or other malicious action, so as to protect the integrity of such Digital Tokens and to keep such Digital Tokens and access to the Platform from the User's User Account out of the reach of other Persons;
that the User acknowledges and agrees that all instructions received or undertaken through the login credentials of the User or any User Authorized Personnel or from the authorized email address of the User or any User Authorized Personnel registered with Blotix are considered valid, binding, and conclusive and that Blotix may act on such instructions without any liability associated with them;
that the User will correctly and timely report all income associated with the User's activity on the Platform in accordance with applicable Laws and pay all taxes thereon; and
that the User will promptly and accurately inform Blotix if it knows or has reason to know that any of the foregoing representations or warranties is no longer correct or becomes incorrect.
No Representations and Warranties by Blotix. The User agrees that Blotix makes no representation, warranty, or assurance of any kind to the User in relation to the Agreement, the Tools, the Platform, any End User, any User Token, or any blockchain. The Platform and the Tools are offered strictly "as is, where is" and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for a particular The User understands that the Tools and the Platform may have bugs or errors and may undergo substantial changes. The User acknowledges that Blotix relies on the User's representations, warranties, acknowledgments, and agreements and that, in the absence of such representations, warranties, acknowledgments, and agreements, Blotix would not provide the User with any Tools.
Due Diligence in General, Anti-Money Laundering, and Counter-Terrorist Financing. (a) By signing the Order Form, the User expressly certifies that they are not a Prohibited Person and are not using the Platform or any of the Tools for the benefit of a Prohibited Person and shall promptly provide all information requested and necessary to satisfy due diligence requirements and obligations under applicable Laws and the compliance policies or procedures of Blotix or one of its Affiliates. Blotix or one of its Affiliates may assess whether the User will make, or intends to make, a transfer to, from, or through any U.S. Financial Institution to facilitate the provision of the Tools and, if applicable, the User must provide all information requested and necessary to satisfy due diligence requirements and obligations under applicable Laws and the compliance policies or procedures of Blotix. The User agrees to promptly provide any documentation,

information, or records requested by Blotix at any time, including a self-certification allowing for the determination of tax residency and status under FATCA and CRS or other applicable Laws. Such information may include self-certifications regarding controlling persons. Blotix is required to retain certain information, documentation, and records on file under applicable Laws and its contractual relationships, and Blotix expressly reserves the right to retain such information, documentation, and records. Furthermore, Blotix monitors and assesses suspicious or sanctionable transactions under applicable AML, CTF, Anti-Corruption, and Economic Sanctions Laws, and undertakes mandatory reporting to FinCEN, OFAC, and competent international regulatory bodies. These commitments also apply in the case of the provision of the KYC Portal Tools, suspension or termination of the User's relationship with Blotix, or abandonment of the Tools or the Platform by the User. The Agreement applies to all Tools provided on the Platform.

Blotix reserves the right to refuse Tools, to prohibit access to the Platform or any Tool from or to any Person, to undertake enhanced due diligence, or to suspend or terminate the administration of the Tools on the Platform or the User's User Account for or with any user for any reason (or for no reason) at any time, subject to the limitations imposed by applicable Without limiting the generality of the foregoing, this includes any transfer, transaction, business activity, or relationship with: (i) a Sanctioned Person; (ii) a Prohibited Jurisdiction or a citizen or resident of, Government or Government Official of, or Person in or subject to the jurisdiction of, any Prohibited Jurisdiction; (iii) a U.S. Person; (iv) a Person from or in any jurisdiction that does not meet international AML-CTF standards (including any jurisdiction identified by the FATF as a high-risk jurisdiction or a jurisdiction under enhanced monitoring); (v) a Person who is a Government Official or a Politically Exposed Person under the FATF 40 Recommendations; (vi) a Person who presents a risk of exposure to sanctions, penalties, or other liabilities under applicable AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws;

(vii) a Person who Blotix determines is acting in the United States or a U.S. Insular Territory or Possession (whether from, to, through, or by any U.S. Financial Institution) in violation of, causing any other Person to violate, attempting or conspiring to violate, or evading or circumventing the Agreement or applicable Laws; and (viii) a Person who does not meet Blotix's user due diligence standards, requests, or requirements, or who otherwise appears to be high-risk, including the factors mentioned above. Instead of refusing Tools or the continued management of Tools on the Platform, Blotix may, at its sole discretion, perform enhanced due diligence procedures. At any time, the User may be subject to enhanced due diligence procedures in the use of the Platform and any Tool on the Platform. Should the User refuse to provide the requested due diligence information or fail to respond promptly or substantially with the requested documentation or data, Blotix shall have the absolute discretion to immediately suspend or terminate the provision of Tools to the User.

Notwithstanding the foregoing, the User remains solely responsible, and no provision of the Agreement entails any liability for Blotix, for ensuring that the issuance and management of User Tokens are carried out in compliance with all applicable Laws, including applicable AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Blotix assumes no responsibility to screen or monitor any wallet or Digital Token address through which User Tokens are held, sent, or received pursuant to the use of the Tools or otherwise.

No Partnership or

By providing the Tools and the Platform, neither Blotix nor any of its Affiliates endorses, directly or indirectly, any User, any User Token, any End User, or any other product or Tool provided, or to be provided, by any User or Third-Party Product. The User shall not, and shall cause its Authorized Personnel and its Affiliates not to, state or imply, or make any representation that could imply that the provision of the Tools or the Platform constitutes an endorsement by Blotix, its Affiliates, or any other Person, or that the User Tokens are provided, guaranteed, or otherwise supported by Blotix or any of its Affiliates.

Nothing herein, including the provision of Tools, shall be deemed or construed to constitute a partnership, joint venture, agency relationship, or association between the User and Blotix, its Affiliates, or any other Person. No Party shall have the right, power, or authority to enter into agreements or commitments on behalf of the other Party, to act as an agent or representative of the other Party, or to otherwise bind it. Nothing herein, including the provision of Tools, shall be deemed or construed to constitute contractual relationships between Blotix or its Affiliates and any holder of User Tokens (including any End User). By providing the Tools, Blotix acts solely as a provider of a software application.

Third-Party Products. Blotix and its affiliates contract with Persons to provide certain data, information, insights, analysis, services, tools, and articles that are made available through the Platform and may also provide links to third-party websites or services that are not under the control of Blotix or its affiliates (such information and services collectively, "Third-Party Products"). In addition to the Terms, you may be bound by any additional terms required by the providers of Third-Party Products, including privacy settings, policies, and/or procedures of the Third-Party Product provider, which may differ from those of Blotix and its affiliates. Blotix and its affiliates make no representation, assume no liability, and are not able to control Third-Party Products or the privacy, security, or other practices of any Third-Party Product provider. Furthermore, Blotix and its Associates (x) have no duty of care to you with respect to such Third-Party Services and (y) are not responsible for the accuracy or reliability of information, data, opinions, policies, advice, services, tools,

or statements contained in Third-Party Products or the services offered by them, and it is your sole responsibility to review such information.
This Section 11.9 and Sections 1, 2.5, 2.8, 3, 6, 7, 8, 9, 10, 11.3, 11.5, 11.6, 11.7, and 12 shall survive the termination or expiration of the Agreement. Except as provided in Section 11.3(b), no other provision of the Agreement survives the expiration or earlier termination of the Agreement.
1. Miscellaneous.

Entire These Terms, together with and as supplemented by the Order Form, the API Terms of Service, any other document incorporated herein by reference, and all related Schedules, constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in these Terms, the Order Form, the API Terms of Service, and any other document incorporated herein by reference, the following order of precedence will govern: (i) first, the Order Form; (ii) second, these Terms; and
(iii) third, any other document incorporated herein by reference.

Force Blotix is not responsible for damages caused by delay or failure to perform its undertakings under the Agreement when the delay or failure is due to fires; strikes or labor disputes; riots; embargoes; floods; bank failures; malfunction or failure of a blockchain; digital token market collapse or fluctuations; power outages or failures; acts of God or the State's enemies; acts of any Government or Government Official; any market movement, shift, or volatility; computer, server, or Internet malfunctions; Internet disruptions, viruses, and mechanical, power, or communications failures; security breaches or cyberattacks; criminal acts; delays or failures caused by common carriers; acts or omissions of other Persons; or any other delay, default, failure, or interruption which cannot reasonably be foreseen or provided against or which is otherwise outside the control of Blotix. In the event of force majeure, Blotix is excused from all performance obligations under the Agreement.
Amendments and Modifications. These Terms may be amended, changed, or updated by Blotix at any time, upon written notice to the The failure to withdraw or the continued use of any Tool by the User after the effective date of any amendments, changes, or updates constitutes acceptance of these Terms, as modified by such amendments, changes, or updates. The Order Form may be amended, changed, or updated with the written consent of Blotix and the User.
The failure of Blotix to exercise any of its rights, powers, or remedies under the Agreement, or any delay by Blotix in doing so, shall not operate as a waiver of such right, power, or remedy. The single or partial exercise of any right, power, or remedy by Blotix shall not preclude either party from exercising other rights, powers, or remedies.
If any provision of the Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein be consummated as originally contemplated to the greatest extent possible.
Governing Law. The Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of Delaware (USA) and shall for all purposes be construed as a U.S. contract. Any dispute, controversy, claim, or action arising out of or related to the User's use of the Platform, the Tools, or the Agreement shall likewise be governed by the Laws of the State of Delaware (USA), exclusive of its choice of law principles. The User hereby acknowledges and agrees that the foregoing choice of law shall govern all claims and remedies and that by agreeing to such choice, the User may be excluding and waiving legal, equitable, or other claims or remedies that might otherwise be available under the Laws of another
Dispute Resolution. Any dispute, claim, or controversy arising out of or relating to (a) the Agreement or its existence, breach, termination, enforcement, interpretation, or validity, or (b) the User Account and the User's use of the Platform at any time, or (c) the User's access to or use of the Tools at any time, shall be subject to and finally resolved by confidential arbitration before a single arbitrator, in accordance with the Rules of Arbitration of the International Chamber of Commerce, by one (1) arbitrator appointed in accordance with such Rules, provided that such arbitrator has at least ten (10) years of experience in the practice of law in the jurisdiction of the applicable Law. The procedure for taking evidence shall be governed by the IBA Rules on the Taking of Evidence in International Arbitration. The language to be used in the arbitral proceedings shall be English. The seat of such arbitral proceedings shall be in London, England. All proceedings, communications, and awards relating to any recourse hereunder shall be kept confidential to the extent permitted by law, except in the case of a judgment enforcing an award or as otherwise required by law. The arbitral award rendered by the arbitrator(s) shall be final and binding on the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing Party shall be entitled to its arbitration costs (including the arbitrator's fees) and reasonable legal fees. The User and Blotix agree that each Party hereto may

bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No class arbitration is permitted, and no arbitrator may consolidate or join the claims of more than one Person or party and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief granted to one (1) user cannot and shall not affect other users of the Platform.

Assignment; Third-Party Rights. The Agreement and all rights, duties, and obligations contained or incorporated herein are not assignable by the User without the prior written consent of Blotix. The Agreement and all rights, duties, and obligations contained herein are freely assignable by Blotix, in whole or in part, without notice to or consent of the User. Any attempt by the User to assign the Agreement without written consent is void. Subject to the foregoing, the Agreement and all rights, duties, and obligations contained or incorporated herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal or legal representatives, successors, and assigns of the User and Blotix. None of the provisions of the Agreement, nor any of the rights, duties, and obligations contained or incorporated herein, are for the benefit of or enforceable by any creditor of the User or any other Person, except (i) those that inure to a successor or assignee in accordance with this and

(ii) that the Affiliates of Blotix are intended third-party beneficiaries of the rights and privileges expressly stated to be applicable to the Affiliates hereunder and shall have the right to enforce such rights and privileges as if they were in direct privity hereunder, subject to the conditions and limitations hereof, including those relating to dispute resolution.

Export Regulation. The User shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) that prohibit or restrict the export or re-export of the Tools or any User Data.

Available Remedies. Blotix's remedies are cumulative and do not exclude any other remedies conferred by the provisions of the Agreement, by law, or in equity. The User agrees that the remedies to which Blotix is entitled include: (i) injunctions to prevent breaches of the Agreement and to specifically enforce the terms and provisions hereof and thereof, and the User waives the requirement of any posting of a bond in connection with such remedies; and (ii) the right to recover the amount of any Losses offset against any amount that Blotix would otherwise be required to pay to the User.

Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under the Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies available at law, in equity, or otherwise.

Information Sharing. From time to time, Blotix receives requests for information from government agencies, law enforcement, and courts around the In this context, Blotix may be required to share and/or will voluntarily provide, where it appears reasonable and necessary, User and any End User information (including personal information) with/to law enforcement and/or a Government. The User hereby consents to the sharing of their personal information as further specified in these Terms, the Privacy Policy, and, where applicable, the Law Enforcement Request Policy and grants full authorization and authority to Blotix and its Associates to share such information with such contractual third parties, or as required by applicable Laws or requested upon legitimate request of any Government, and releases Blotix and each Associate from any liability, error, mistake, or negligence related thereto.

Electronic Communications and Acceptance. The User agrees and consents to receive electronically all communications, agreements, documents, receipts, notices, and disclosures that Blotix may provide in connection with the Agreement by posting on any part of the Platform or to the authorized email address of the User or any User Authorized Personnel, as set forth in the Order Form or otherwise on file with Blotix. Such notices will be deemed effective and received by the User on the date the notice is posted on any part of the Platform or the email is sent to such authorized email address. These Terms may be accepted electronically, and it is the intention of the Parties that such acceptance shall be deemed as valid as an original signature affixed to these Terms.

Class Action Waiver. The User and Blotix expressly intend and agree that: (a) class action and representative action procedures are hereby waived and shall not be asserted, nor shall they apply, in any arbitration under the Agreement; (b) neither the User nor Blotix will assert class action, collective action, or representative action claims against the other in arbitration or otherwise; (c) each of the User and Blotix will only submit their own individual claims in arbitration and will not seek to represent the interests of any other Person, nor to consolidate claims with any other Person; (d) nothing in the Agreement shall be construed as the intention of the User or Blotix to arbitrate claims on a collective, class, or representative basis; and (e) any relief granted to any one user of the Platform cannot and shall not have any effect on other users of the Platform. No arbitrator may consolidate or join the claims of more than one Person or party and may not otherwise preside over any form of a consolidated, representative, collective, or class proceeding.

No Brokerage, Legal, or Fiduciary Blotix is not a broker, lawyer, intermediary, agent, or advisor to the User and has no fiduciary relationship or obligation to the User with respect to: (a) services or tools that the User acquires from third parties; or (b) any other decision or activity that the User makes while using the Platform or the Tools.

13. Community Ecosystem Rules

13.1 Nature of BLOTIX tokens and technical incentives. BLOTIX tokens held by or attributed to the User within the BLOTIX ecosystem do not constitute a monetary balance, a deposit, a claim against Blotix, or a promise of return or repurchase by Blotix. Rewards and incentives arising from participation in the BLOTIX community ecosystem, including those shown in the interface as APR, staking, OTC, tokenization, yield farming, bonuses or other ecosystem programs, are attributed as technical incentives under the technical functionalities and participation mechanisms provided by the Protocol. Technical incentives do not by themselves represent interest, guaranteed financial returns, guaranteed remuneration of an investment, deposits, financial obligations or legally enforceable monetary claims against Blotix. Their attribution, availability and use are governed by the technical and operational rules applicable to the BLOTIX ecosystem.

13.2 Governance rights. Governance rights, including voting rights and participation in decision-making processes provided within the BLOTIX blockchain, belong to Users who actively participate in the ecosystem through staking, tokenization or BLOTIX deposits. Technical incentives are recognitions linked to that participation. A User who refers other participants may receive technical incentives for those referrals. To be able to refer, the User must have carried out staking of its own (deposits and tokenizations do not count for this purpose) and must have completed the authorized training course for referrers; a User who does not meet both requirements may not refer. Referral incentives do not by themselves grant governance rights, which depend on the User's own activity. Governance rights cannot be bought, sold or transferred through the P2P Order Book or by any other means.

13.3 Inactivity. If the User's account records no staking or tokenization contributions of its own for a period of six (6) months, the User may not request the release of its technical incentives while that situation continues. The platform will notify the User. The User will have three (3) months from the date of that notice to carry out a new staking or tokenization activity and thereby re-enable the request. If no such activity is recorded within that period, the User's technical incentives will be returned to the common fund of the community to continue supporting its growth. The User acknowledges that this condition forms part of the Terms accepted.

13.4 Withdrawals to external wallets. Only BLOTIX tokens that the User purchased directly from Blotix by deposit may be withdrawn to an external wallet. Technical incentives, governance rights and any other balance shown on the platform may not be withdrawn by this procedure. Withdrawals are limited to fifty (50) BLOTIX per day and two hundred (200) BLOTIX per month per User, with a minimum request of one (1) BLOTIX, and require a verified account and a wallet registered in the User's account settings. Withdrawals are not automatic: the User submits a request through the platform, which is sent to the Blotix team. The Blotix team verifies the information provided and sends the User the AML/KYC compliance form, which the User must complete correctly before any withdrawal is processed. Submitting a request does not constitute approval or execution of a withdrawal. Blotix may refuse, delay or suspend a request where the verification is incomplete, where a Prohibited Use is suspected or where required by applicable Law, and may modify these limits upon notice to Users.

13.5 P2P Order Book. Blotix makes available to the community members a P2P Order Book through which members may transfer their BLOTIX tokens to other members in exchange for stablecoins (USDC or USDT), under the conditions each member agrees within the rules of the order book. Blotix acts solely as a technology provider: it is not a party to P2P transactions, and it does not receive, hold or take custody of payments, which go directly from the buyer's wallet to the seller's wallet. The following rules apply: (a) only Users with a verified account and a registered Ethereum wallet may use the P2P Order Book; (b) the price of each sell order must fall within the discount range, relative to the reference market price, set by the platform and shown in the order book; (c) each User may have at most three (3) open sell orders at the same time and only one pending purchase; (d) each purchase is subject to the minimum amount and the reservation window shown by the platform, after which an unpaid reservation expires; (e) publishing an order and reserving a purchase require confirmation with a code sent to the User's registered email address; (f) payments must be made exclusively in USDC or USDT on the Ethereum Mainnet, from the wallet registered in the User's account and not from an exchange. Payments

made on another network, in another token, from an unregistered wallet or for a different amount may not be detected or recovered, and a payment that does not match the expected amount will be referred for review by Blotix without any commitment as to its outcome or timing. Blockchain transfers are irreversible, and each User is solely responsible for verifying the destination address and the amount before sending funds. Each purchase or sale is carried out under the responsibility of the participating Users, who are responsible for any applicable taxes.

13.6 No exchange, conversion, repurchase or liquidity. Blotix does not provide, within its ecosystem, exchange, conversion or repurchase services for the tokens. The possibility of transferring BLOTIX to other members through the P2P Order Book, or of trading it through external infrastructure or markets, does not constitute a commitment by Blotix to repurchase, refund or convert the tokens, nor a guarantee of their liquidity, tradability, convertibility or value at any time, which depend on the existence of other interested users, market conditions, available liquidity, the operation of the blockchains involved and the rules of the services used. Blotix does not provide investment advice and nothing on the platform should be understood as an offer or recommendation to buy or sell tokens.

13.7 Suspension for suspicious activity. Where Blotix detects unusual or suspicious activity, it may temporarily suspend the User's account as a preventive measure. During the suspension the User may not make withdrawals, transfers or conversions. The governance right corresponding to the User's contributions remains safeguarded, while the associated technical incentives are retained in favor of the community and cannot be claimed while the account remains suspended. The Blotix compliance team will review the case, and the User may contact support to provide information that helps speed up the review. This Section is in addition to, and does not limit, Blotix's rights under Sections 2.4, 2.6 and 2.7.

13.8 Updates and acceptance. Blotix will notify Users of the update of these Terms through the platform, and the User will be asked to accept the updated Terms electronically, including by entering a verification code sent to the User's registered email address. Continued use of the platform after the notified effective date, as provided in Section 12.3, constitutes acceptance of the updated Terms.