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Sanguine Labs Ltd.

# Terms of Use

Your advisory partners  
in the Digital Asset  
industry

***Private and Confidential***

TO:  
Sanguine Labs Ltd.  
[YS] Providence,  
Oceanic Motors Building,  
Second Floor, Room No. F2-1,  
Mahé, Seychelles

*(hereinafter referred to as the “Client”)*

Dear Client,

We have been asked by the Client to provide a ‘Terms of Use’ document in relation to the Yeet Finance project.

*Text of the Terms of Use hereunder*

**TERMS AND CONDITIONS**

These Terms of Use, together with any documents and additional terms they, by reference, expressly incorporated (collectively, these “Terms”), are entered into between Sanguine Labs Ltd. (hereinafter referred to as “Yeet”, “we”, “our” or “us”) and the person making use of Yeet’s interface, including, but not limited to, the use of this website (hereinafter referred to as the “User”, “you” or “your”). These Terms constitute a binding legal agreement between Yeet and the User following such User’s acceptance of such Terms.

Within these Terms, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural unless the context otherwise requires.

These Terms and any other terms and conditions incorporated herein by reference govern your access to and use of Yeet's Interface. You must read the Terms carefully. By accessing, browsing or otherwise using Yeet's Interface, or by acknowledging agreement to the Terms, you agree that you have read, understood and accepted all of the Terms and our Privacy Policy (the "Privacy Policy"), which is incorporated by reference into the Terms.

By accessing or using Yeet's Interface, as further defined in these Terms, the User accepts and agrees to be bound by and comply with these Terms, including the mandatory arbitration provision envisaged in these Terms. If the User does not agree to these Terms, such User should not access or use Yeet's Interface.

The User must be able to form a legally binding contract online on behalf of a company or as an individual, as outlined in Section 2.

Yeet appeals to the User to carefully review the disclosures and disclaimers set forth in these Terms in their entirety before using any software developed by Yeet. These terms provide important details about the legal obligations associated with the User's use of the Yeet open-source software (the “Protocol”). By accessing or using Yeet's Interface , the User agrees that

Yeet does not provide execution or clearing services of any kind and is not responsible for executing or clearing transactions automated through the Protocol.

IMPORTANT NOTE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS BY USING OR ACCESSING THE INTERFACE, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND YEET THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. AND YOU AGREE TO A CLASS ACTION WAIVER, BOTH OF WHICH IMPACT YOUR RIGHTS AS TO HOW DISPUTES ARE RESOLVED.

## 1. THE INTERFACE

*TL;DR: The main purpose of the Interface is to provide you with access to the operations in the DeFi space. We only provide the interface and software but have no control over your blockchain interactions and do not endorse any specific actions. All the transactions occur on a blockchain which is a distributed ledger with growing lists of records (blocks) that are securely linked together via cryptographic hashes (“**Blockchain Networks**”) that we do not own, control, or operate. We are not responsible for the services provided by third parties, the execution of the transactions, or any other actions of such third parties. We reserve the right to make changes to the Interface, including adding, modifying, or discontinuing products or features.*

*Products and Features.* The Interface integrates several underlying smart contract infrastructure (included in the definition of “**Protocol**”) which enable different actions to be performed by the User on his own behalf. The Interface may include other products and/or features added for the purposes of user experience development and improvement, including those for the informational, security, and entertainment purposes, which are not intended to affect the main purpose of the Interface described above.

We only provide you with access to the relevant interface and software and neither have control over your interactions with the blockchain nor encourage you to perform any. Any interaction performed by you via the Interface remains your sole responsibility.

*Blockchain Network Transactions.* In order to be completed, all transactions with cryptocurrency, digital tokens or Virtual Currencys (“**virtual currency**”) must be confirmed and recorded in the associated public blockchain. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We have no control over the Blockchain Networks and, therefore, cannot and do not ensure that any transaction details that you submit via the Interface will be confirmed and processed. By using the Interface, you acknowledge and agree that the transaction details you submit may not be completed, or may be substantially delayed, by the Blockchain Networks.

We do not store, transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise interact with any virtual currency, security, financial instrument, or other digital or physical asset and all the interactions are performed on the third-party platforms, subject to any associated third-party terms. Any transfer that occurs in any virtual currency occurs on the Blockchain Network and not on a network owned by us. We therefore do not guarantee that we can affect the transfer of title or right in any Virtual Currency. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any

virtual currency transaction initiated via the Interface. We strongly encourage you to review your transaction details carefully before attempting to transfer a virtual currency.

Completion of transactions that you instruct for through the Interface also depends on the availability and operation of the Blockchain Networks. Errors or forks in the Blockchain Networks may cause transactions that you initiate through the Interface to fail. This may mean that the transaction you were originally intending to perform will no longer be available. Unfortunately, due to the decentralized nature of the Blockchain Networks, there is no one single point of failure, and so neither we nor any particular party will be responsible to you for errors or any losses that you suffer as a result.

*Third-Party Services.* To operate the Interface and facilitate your access to its products and/or features, we may engage third-party providers and/or third-party API, which Yeet has no direct or indirect control over (“**Third-Party Services**”). The Third-Party Services are governed by their respective terms and conditions. Such terms and conditions may include separate fees and charges, as well as disclaimers and/or risk warnings on the accuracy of the information or the services of such a provider. These terms may also include a privacy policy that differs from the privacy policy that is incorporated by reference herein. It is your sole responsibility to read carefully and make sure that you understand those Third-Party Services terms and conditions, including how those service providers may use your information according to their respective privacy policies.

You agree and understand that the functionalities accessible via the Interface that allow you to swap virtual currencies are not provided directly by us and are the sole responsibility of the third-party providers, including respective active third-party providers. Although we facilitate your access to these Third-Party Services, we by no means are responsible for them and take no part in any actions, transactions, or other activities conducted by such providers. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Service at any time without notice.

You hereby acknowledge that the functionalities accessible via the Third-Party Services are the sole responsibility of such Third-Party Services providers. You hereby expressly release Yeet from any liability arising from use of any Third-Party Services, third-party website, service, or content and any resulting harm, loss, or damage.

*Changes.* We reserve the right in our sole and absolute discretion to make changes to how we operate the products and/or features accessible through the Interface, including adding new products, features, functionalities, modifying existing ones, altering any other aspect of the Interface, or temporarily or permanently suspending, discontinuing, or terminating your access to any or all portions of the Interface’s functionality, provided that such modifications or discontinuations will not affect your access to your assets (if applicable), unless there are exceptional circumstances where doing so would (a) pose information security risks or intellectual property issues for Yeet or other users; or (b) create other unwarranted risks, including violations of law.

*Additional terms.* Certain products accessible through the Interface, including related applications, may be subject to additional terms. Such additional terms are an integral part to these Terms. However, in the event of a conflict, the provisions of any such special terms or other agreement shall prevail.

## 2. ELIGIBLE USERS

*Our Interface is NOT offered to persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the United States of America or any Prohibited Localities, namely Restricted Persons, as defined below. We do not make exceptions. If you are a Restricted Person, then do not attempt to access or use the Interface. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Interface is prohibited.*

*If you use the Interface you state that you (a) are at least 18; (b) don't break any laws of your jurisdiction by using the Interface; (c) are not located, established or registered in any of the jurisdictions enlisted below titled "Prohibited Localities", and (d) are not a "Restricted Person" as defined below.*

*General.* You may not use the Interface if you are otherwise barred from using the Interface under applicable law.

*Legality.* You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the Interface. Your use of the Interface is prohibited by and otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity.

By using or accessing the Interface, you represent to us that you are not subject to the Sanction Lists and you are not a Restricted Person, as defined below. "**Sanction Lists**" means any sanctions designations listed on economic/trade embargo lists and/or specially designated persons/blocked persons lists published by the international organisations, as well as any state and governmental authorities of any jurisdiction, including, but not limited to the lists of United Nations, European Union and its Member States, United States and United Kingdom sanctions lists.

We make no representations or warranties that the information, products, or services provided through our Interface, are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Interface in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Interface to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

*Prohibited Localities.* Yeet does not interact with digital wallets located in, established in, or a resident of Afghanistan, Burundi, Central African Republic, Crimea Region of Ukraine, Cuba, Democratic Republic of Congo, the so-called Donetsk People's Republic, Eritrea, Guinea, Republic of Guinea-Bissau, Haiti, Iran, Iraq, Lebanon, Libya, the so-called Luhansk People's Republic, Mali, Myanmar (Burma), Nicaragua, Democratic People's Republic of Korea (North Korea), Pakistan, Somalia, Sudan, South Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other state, country or region that is included in the Sanction Lists.

You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition.

*Restricted Persons.* Yeet does not interact with digital wallets, which have been previously classified or otherwise identified by international organizations or any state and governmental authorities of any jurisdiction, as belonging or affiliated with the persons specially designated or otherwise included in the Sanction Lists (“**Restricted Persons**”). For the purposes of these Terms, Restricted Persons shall also include all persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the Prohibited Localities.

*Third-Party Restrictions.* As mentioned above, our Interface may include the Third-Party Services. Your interaction with and use of the Third-Party Services is governed by the respective terms and conditions of the third-party providers, including but not limited to their eligibility requirements, restrictions on certain localities, restricted persons or any other eligibility-related terms. As a result, based on those terms set by the third-party providers, your access to certain products and/or features of the Interface may be restricted by those providers. Please note that we only facilitate your interaction with these Third-Party Services and we bear no liability for any such restrictions thereof. It is your own responsibility to review those terms and conditions, and ensure that you meet the requirements set forth therein.

*Non-Circumvention.* You agree not to access the Interface using any technology for the purposes of circumventing these Terms.

### **3. COMPLIANCE**

*TL;DR: You expressly agree that you assume all risks in connection with your access to and use of the Interface. Additionally, you 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 access to and use of the Interface.*

*Your Compliance Obligations.* The Interface may not be available or appropriate for use in all jurisdictions. By accessing or using the Interface, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Interface and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

### **4. MODIFICATIONS TO THESE TERMS**

In our sole discretion, we reserve the right to modify these Terms from time to time. If modifications are made, Yeet will provide the User with notice of such changes by providing a notice through the Interface or updating the date at the top of these Terms.

Unless we say otherwise in our notice, all such modifications are effective immediately, and your continued use of the Interface after we provide such notice will be construed as a consensual confirmation of the notified changes.

Where the User does not agree with the modified Terms, such User is to cease from using Yeet's Interface at once.

### **5. ACCESS TO THE INTERFACE**

*TL;DR: The Interface provides a user interface for users that displays price information on virtual currency. All interactions related to the Protocol are executed outside of Yeet's direct or indirect control. Yeet does not interact with the virtual currency involved at any stage of your interaction. The Interface is constantly changing, so you might see features come and go as we continue to improve our experience and services for users.*

We reserve the right to disable access to the Interface at any time in the event of any breach of the Terms, including without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. Further, we reserve the right to limit or restrict access to the Interface by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Interface being inaccessible to you at any time or for any reason.

## **6. YOUR USE OF THE INTERFACE**

*TL;DR: We do not control your interactions nor can we terminate an interaction or attempt to reverse an interaction after it occurred. There are some strict rules: do not in any way harm the Interface or other users of the Interface. Additionally, you're ultimately responsible for any interactions as related to the Interface.*

By using or accessing the Interface, you represent and warrant that you understand that there are inherent risks associated with virtual currency, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that Yeet is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Interface facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following:

- The pricing information data provided through the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Interface or the underlying Protocol ;
- The Interface does not act as an agent for any of the users;
- The Interface does not own or control any of the underlying software through which blockchain networks are formed, and therefore is not responsible for them and their operation;
- You are solely responsible for reporting and paying any taxes applicable to your use of the Interface;
- Although it is intended to provide accurate and timely information on the Interface, the Interface or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Interface or relevant tools are your sole responsibility.

In order to allow other users to have a full and positive experience of using the Interface you agree that you will not use the Interface in a manner that:

- Breaches the Terms;
- 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;
- 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;
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;
- Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Interface;
- 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;
- Violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
- Disguises or interferes in any way with the IP address of the computer you are using to access or use the Interface or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Interface;
- Transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
- Contributes to or facilitates any of the foregoing activities.

All information provided in connection with your access and use of the Interface is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Interface or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos. Before you make any financial, legal, or other decisions involving the Interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

The Terms are not intended to, and do 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 that we owe you are those set forth expressly in the Terms.

## **7. VIRTUAL CURRENCY RISKS**

**Virtual Currencies:** Virtual Currency prices are volatile and fluctuate day to day. Trading in these Virtual Currencies may be considered a high-risk activity. Proper diligence and sound judgement should be used in evaluating the risks associated with these activities. We do not solicit nor represent that Virtual Currencies are an investment vehicle. The decision to trade



Virtual Currencies rests entirely on the users' independent judgement. Any Virtual Currency may decrease in value or lose value due to various factors, including the discovery of wrongful conduct, market manipulation, change to the nature or properties of a Virtual Currency, or governmental or regulatory activity. Demand for Virtual Currencies may be partially or wholly driven by speculation or market sentiment.

**Lack of Information Available:** You may not have full access to all the information relevant to the particular Virtual Currency or its underlying platform or network. It may not be possible to obtain updated information regarding the progress or any changes to particular Virtual Currencies or their underlying platforms or network. Many Virtual Currency issuers or operators may also have no operating history or track record that any be used to evaluate the ability to achieve their stated project goals.

**Network Events:** Virtual Currencies may be subject to various Network Events, including Forks, Airdrops, attacks on the security, integrity or operation of the networks, or Network Participants making a binding decision in relation to the network underlying a Virtual Currency. Such events may affect the features, functions, operation, use or other properties of any Virtual Currency, Network or platform. The events may also severely impact the price or value of any Virtual Currencies or even result in the shutdown of the network or platform associated with the Virtual Currency. Such Network Events may be beyond the control of the User or Yeet, or to the extent Yeet has any ability to impact the Network Event, Yeet's decision or actions may not be in your interests. Where you transfer Virtual Currencies to Yeet which are the subject of a Network Event, you may not be entitled to the proceeds arising from any Network Event, and Yeet is entitled to keep any Virtual Currencies created because of Network Events (for example, in circumstances where there is a fork in the network). The User should not transfer assets to Yeet, where you wish to receive the benefits of those Network Events.

**Inflation Risk:** Virtual Currencies may, either because of the inherent design of the Virtual Currency or through Network Events, not be a fixed supply of assets. Where additional Virtual Currencies are created, the asset's price may decline due to the inflationary effects of adding additional Virtual Currencies to the total assets available.

**Concentration Risk:** At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any particular Virtual Currency offered through Yeet. Acting individually or in concert, these holders may have significant influence over the Virtual Currency and may be able to influence or cause Network Events which may have a detrimental effect on the price, value or functionality of the Virtual Currencies. Network Participants may make decisions which may not be in the User's best interest as a holder of Virtual Currencies.

**Suspensions of Trading/Network Events:** Under certain conditions, liquidating a position in Virtual Currencies may be difficult or impossible. Certain Network Events (including total failure of a network) may occur rapidly and affect the ability of holders of Virtual Currencies to conduct transactions. Information relating to these Network Events may be difficult to ascertain ahead of time and may be subject to limited oversight by any third party capable of intervening to stabilize the network.

## **8. PROPRIETARY RIGHTS**

**Intellectual Property Rights Ownership:** Yeet owns all intellectual property and other rights in the Interface, together with their contents, including, but not limited to, software, text, images,

trademarks, service marks, copyrights, patents, and designs. Unless expressly authorised by Yeet, the User may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use Yeet's Interface with its contents. Accessing or using Yeet's Interface does not constitute a grant to you of any proprietary intellectual property or other rights in the Interface or its contents.

**Trademarks:** Any of Yeet's names, logos, and other marks used in the Interface, including Yeet's name and logo, are trademarks owned by Yeet, its Affiliates or its applicable licensors. You may not copy, imitate or use such Trademarks without Yeet's (or the applicable licensor's) prior written consent.

If (i) you satisfy all of the eligibility requirements set forth in the Terms, and (ii) your access to and use of the Interface complies with the Terms, you hereby are granted a single, personal, limited license to access and use the Interface. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause in our sole discretion. Use of the Interface for any purpose not expressly permitted by the Terms is strictly prohibited. Unlike the Interface, the Protocol is comprised entirely of open-source software running on the public Berachain blockchain infrastructure and is not our proprietary property. The Protocol may also run on the other blockchains to which the same clause applies.

## **9. CYBERSECURITY RISKS**

**Source Code Changes and Flaws:** The various source codes underlying Virtual Currencies and smart contracts are subject to change and may at any time contain one or more defects, weaknesses, inconsistencies, errors or bugs. Unless otherwise represented in writing by Yeet, no audit or investigation has been conducted on any source code produced by parties other than Yeet.

**Cryptographic advancements:** Developments in cryptographic technologies and techniques, including the advancement of artificial intelligence or quantum computing, pose security risks to all cryptography-based systems, including Virtual Currencies. Applying these technologies and techniques to Virtual Currencies or the Yeet Interface may result in theft, loss, disappearance, destruction, devaluation or other compromises of Virtual Currencies, the Yeet Interface or your data.

**Reliance on the Internet:** Virtual Currencies and the Yeet Interface rely heavily on the Internet. However, the public nature of the Internet means that either part of the Internet or the entire Internet may be unreliable or unavailable at any given time. Further, interruption, delay, corruption or loss of data, the loss of confidentiality in the transmission of data, or the transmission of malware may occur when transmitting data via the Internet. The result of the above may be that your order is not executed according to your instructions or not at all at the desired time.

**Unauthorised access:** Unauthorised third parties may use the User wallet and effect transactions without your knowledge or authorisation, whether by obtaining control over another device or account used by the User or other methods.

**Loss of Private Key(s):** Losing control of your private key(s) may permanently and irreversibly deny you access to Virtual Currencies. Neither Yeet nor any other person will be able to retrieve or protect Virtual Currencies for which you hold the private key(s). If the private key(s) is lost,

it may become impossible to transfer Virtual Currencies to any other address or wallet, and you are solely responsible for securing your private key(s) in a manner that meets the User security circumstances.

Operational Risk: Breakdowns or malfunctioning of essential systems and controls, including IT systems or Virtual Currency networks, may generally affect Virtual Currencies' value. In particular, Virtual Currencies may suffer from a concentration of operational risk during development, including key personnel, governance and financial control risk.

## 10. LEGAL RISKS

Country Risk: If an investment is made in any Virtual Currencies issued by a party subject to foreign laws or transactions made on markets in other jurisdictions, including markets formally linked to a domestic market, recovery of the sums invested and any profits or gains may be reduced, delayed or prevented by exchange controls, debt moratorium or other actions imposed by the government or other official bodies. Before you use the Interface, you should be familiar with any rules or laws relevant to the Interface. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should obtain independent advice about the different types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade. If your country of residence imposes restrictions on Virtual Currencies, we may be required to discontinue your access to the Interface.

Regulatory & Legal Uncertainty: The Interface is potentially exposed to regulatory/legal risk. The legal and regulatory treatment of Virtual Currencies may change. Regulation of Virtual Currencies is unsettled and rapidly changing. Legal and regulatory treatment varies according to the jurisdiction. The effect of regulatory legal risk is that any Virtual Currency may decrease in value or lose all of its value due to legal or regulatory change. This may affect the value or potential profit of a Virtual Currency. Changes to related issues such as taxation may occur and radically affect the value or profitability of a Virtual Currency. Such risk is unpredictable and depends on geopolitical, economic, sovereign and other factors. Risks may be asymmetrical between established and emerging markets and affect some Virtual Currencies significantly more than others. Yeet recommends that the User obtains independent legal, tax and financial advice and continues to monitor the legal and regulatory position in respect of its use of the Interface or the Protocol.

## 11. INDEMNIFICATION

The User will defend, indemnify, and hold harmless Yeet, its Affiliates, and its Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, "**Indemnified Parties**") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to: (a) The User's use of, or conduct in connection with, the Interface (b) Any feedback or user content the User provides to the Interface if any; (d) The User's violation of these Terms; or (e) The User's infringement or misappropriation of the rights of any other person or entity.

If the User is obliged to indemnify any Indemnified Party, Yeet (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Yeet wishes to settle, and if so, on what terms.

## **12. PRIVACY**

Please refer to Yeet's privacy policy for information about how Yeet collects, stores, and processes information about the User.

## **13. CHANGES, SUSPENSION AND TERMINATION**

**Changes to the Interface:** Yeet may, in its sole discretion, from time to time and with or without prior notice to the User, modify, suspend or disable, temporarily or permanently, the Interface, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.

**No Liability:** Yeet will not be liable for any losses suffered by the User resulting from any modification to the Interface or from any suspension or termination, for any reason, of your access to all or any portion of Yeet's Interface .

**Survival:** These Terms will survive any termination of your access to Yeet's Interface, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive.

## **14. ELECTRONIC NOTICES**

The User consents to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our "Communications") that Yeet provides in connection with these Terms. The User agrees that Yeet may provide Communications to him by posting them on the Interface or by emailing them to the User at the email address provided in connection with the User's use of the Interface if any. The User should maintain copies of Yeet's Communications by printing a paper copy or saving an electronic copy. The User may also contact Yeet's support team to request additional electronic copies of Communications by filing a support request at [info@digitalpartnersnetwork.com](mailto:info@digitalpartnersnetwork.com).

## **15. DISCLOSURES AND DISCLAIMERS**

The Interface is provided on an "as is" and "as available" basis. The Indemnified Parties make no guarantees in connection with the Interface. To the maximum extent permitted under applicable law, the Indemnified Parties disclaim all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose, or non-infringement and disclaim all responsibility and liability for: (1) the Interface being inaccurate, incomplete, out of date, unreliable, interrupted, untimely, unsecure, or subject to errors or other issues. Information (including, without limitation, the value or outcome of any transaction) available through the Interface is provided for general information only and should not be relied upon or used as the sole basis for making decisions. Any reliance on the Interface is at your own risk; and (2) viruses, worms, trojan horses, time bombs, cancelbots, spiders, malware or other types of malicious code that may be used to affect the functionality or operation of the Interface . You expressly acknowledge, understand, and agree that the Interface may contain audio-visual effects, strobe lights or other materials that may affect your physical senses or physical

condition. The User expressly acknowledges that the Indemnified Parties are not liable for loss or damage caused by another User's conduct, unauthorized actors, or any unauthorized access to or use of the Interface.

## **16. LIMITATION OF LIABILITY**

The Indemnified Parties shall, in no event, be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Interface (and any of their content and functionality), any execution or settlement of a transaction that is effected through the Interface, any performance or non-performance of the Interface, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not Yeet has been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder. This limitation of liability shall apply to the fullest extent permitted by law.

## **17. RELEASE OF CLAIMS**

You expressly agree that you assume all risks concerning your access to and use of Yeet's Interface . Additionally, you expressly waive and release us from any liability, claims, causes of action, or damages arising from or in any way relating to your access to and use of Yeet's Interface .

## **18. THIRD-PARTY RESOURCES AND PROMOTIONS**

Yeet's Interface may contain references or links to third-party resources, including, but not limited to, information, materials, products, that we do not own or control. In addition, third parties may offer promotions related to your access and use of Yeet's Interface.

We do not endorse or assume responsibility for such resources or promotions. If you access any such resources or participate in such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any liability arising from your use of any such resources or participation in any such promotions.

## **19. GOVERNING LAW AND DISPUTE RESOLUTION**

*TL;DR: A third party arbitrator will help us resolve any disputes we might have. This means that any dispute will be resolved outside of class-action litigation. Hopefully, disputes will never be an issue, but you should read this section carefully for details on how it works.*

*Binding Arbitration.* Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, you and Yeet: (a) waive the right to have any and all disputes or claims arising from these Terms, your use or access to the Interface or any other disputes with Yeet (collectively, “**Disputes**”) resolved in a court; and (b) waive any right to a jury trial. Instead, you and the Yeet agree to arbitrate Disputes that are not resolved informally (as described below) through binding arbitration (i.e.

the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it) instead of having the Dispute decided by a judge or jury in court).

*No Class Arbitrations, Class Actions or Representative Actions.* You and the Yeet agree that any dispute is personal to you and Yeet and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Neither party agrees to class arbitration or to an arbitration in which an individual attempt to resolve a dispute as a representative of another individual or group of individuals. Further, you and the Yeet agree that a dispute cannot be brought as a class, or other types of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

*Process.* You and the Yeet agree that each will notify the other, in writing, of any Dispute within thirty (30) days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute informally. Notice to Yeet shall be provided by sending an email to [info@digitalpartnersnetwork.com](mailto:info@digitalpartnersnetwork.com). Your notice must include (1) your name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific action that you are seeking. If you and Yeet cannot resolve the Dispute within thirty (30) days of the Yeet receiving the notice, either you or Yeet may, as appropriate pursuant to this Section 9, commence an arbitration proceeding. You and the Yeet agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you and the Yeet agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute).

*Choice of Law.* These Terms are governed by and will be construed under the laws of England and Wales, without regard to principles of conflict of laws, govern the Terms and any Dispute between you and us. Any Dispute under these Terms shall be finally settled by Binding Arbitration (as defined below). Any unresolved Dispute arising out of or in connection with these Terms shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into these Terms to the extent they are consistent with it. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in London, United Kingdom, in English, in accordance with the LCIA Arbitration Rules. 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, to the extent a court therein would be deemed to be a court of competent jurisdiction other than any court located in the United States of America. You further agree that the Interface shall be deemed to be based solely in the Seychelles and that, although the Interface may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the Seychelles.

*Authority of Arbitrator.* As limited by these Terms and applicable arbitration rules, the arbitrator will have: (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute; and (b) the authority to grant any remedy that would otherwise be available in court. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.


## **20. ENTIRE AGREEMENT**

The Terms, including the Privacy Policy, constitute the entire agreement between the User and Yeet with respect to the subject matter hereof. The Terms, including the Privacy Policy, supersede any prior or contemporaneous written or oral agreements, communications and other understandings relating to the subject matter of the Terms.

## 21. CONTACT US

Please send your feedback, comments, or requests for technical support to [info@digitalpartnersnetwork.com](mailto:info@digitalpartnersnetwork.com).

*This is the end of the Terms of Use*

A handwritten signature in black ink, appearing to read 'Joseph Axisa', written over a horizontal line.

Avv. Joseph Axisa



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Your advisory partners  
in the Digital Asset  
industry

 [www.axisadvisory.xyz](http://www.axisadvisory.xyz)

 [admin@axisadvisory.xyz](mailto:admin@axisadvisory.xyz)