

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms

These Terms of Service (the “Agreement”) explains the terms and conditions by which you may access and use [<https://app.fluidity.money>], a website-hosted user interface (the “Platform”) provided by Fluid Assets Australia Pte Ltd (“we”, “our”, or “us”). You must read this Agreement carefully as it governs your use of the Interface. By accessing or using the Interface, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Interface and should not use the Interface.

NOTICE: This Agreement contains important information, including a binding dispute resolution provision and a class action waiver, both of which impact your rights as to how disputes are resolved. The Platform is only available to you and you should only access the Platform if you agree completely with these terms.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Any reference(s) to our Addendum. When using our site, you must comply with this Addendum

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities **OR** in compliance to laws and regulations. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Your right to use our services

The Interface provides access to a decentralized protocol on various public blockchains, including but not limited to Ethereum, that allow users to trade certain compatible digital assets.

To access the Platform, you must use non-custodial wallet software, which allows you to interact with public blockchains. Your relationship with that non-custodial wallet provider is governed by the applicable terms of service of that third party, not this Agreement. Wallets are not operated by, maintained by, or affiliated with us, and we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. By connecting your wallet to our Interface, you agree to be bound by this Agreement and all of the terms incorporated herein by reference.

It is important to understand that neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Platform; we do not have possession, custody or control over any cryptoassets appearing on the Platform; and we do not have possession, custody, or control over any user's funds. Further, we do not store, send, or receive any cryptoassets. You understand that when you interact with any of the Platform's smart contracts, you retain control over your cryptoassets at all times. The private key associated with the wallet address from which you transfer cryptoassets or the private key associated is the only private key that can control the cryptoassets you transfer into the smart contracts. You alone are responsible for securing your private keys. We do not have access to your private keys. Due to the non-custodial and decentralized nature of the technology, we are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you affect when using our Services. You acknowledge that we, for the avoidance of doubt, do not have any information regarding any users, users' identities, or services beyond what is available or obtainable publicly via the blockchain. We are not responsible for any activities you engage in when using Services, and you should understand the risks associated with cryptoassets, blockchain technology generally, and our Services.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((*EU*) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and conditions of supply.

Our exclusions

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

Prohibited Activity

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

Not Registered with the SEC or Any Other Agency

We are not registered with the U.S. Securities and Exchange Commission as a national securities exchange or in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf. We also do not facilitate the execution or settlement of your trades, which occur entirely on the public distributed on public distributed blockchains like Ethereum. As a result, we do not (and cannot) guarantee market best pricing or best execution through the Platform.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

Assumption of Risk

By accessing and using the Platform, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as ether (ETH), so-called stablecoins, and other digital tokens such as those following the Ethereum Token Standard (ERC-20).

In particular, you understand that the markets for these digital assets are nascent and highly volatile due to risk factors including (but not limited to) adoption, speculation, technology, security, and regulation. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. So-called stablecoins may not be as stable as they purport to be, may not be fully or adequately collateralized, and may be subject to panics and runs.

Further, you understand that smart contract transactions automatically execute and settle, and that blockchain-based transactions are irreversible when confirmed. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time.

If you act as a liquidity provider to any linked protocol through the Platform, you understand that your digital assets may lose some or all of their value while they

are supplied to the said Protocol through the Platform due to the fluctuation of prices of tokens in a trading pair or liquidity pool.

Finally, you understand that we do not create, own, or operate cross-chain bridges and we do not make any representation or warranty about the safety or soundness of any cross-chain bridge.

In summary, you acknowledge that we are not responsible for any of these variables or risks, do not own or control the protocol, and cannot be held liable for any resulting losses that you experience while accessing or using the Platform. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with any linked protocol.

Dispute Resolution

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to legal@fluidity.money so that we can attempt to resolve it without resorting to formal dispute resolution.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by South Australian law. You and we both agree that the courts of South Australia will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of South Australia. We both agree to the exclusive jurisdiction of the courts of South Australia.