

# **YIELD App**

## **Terms and Conditions**

**Last Revised Date: 28th June 2021**

### **1. Introduction**

These Terms and Conditions ("these Terms") are entered into between you ("User", "You" or "Your") and YIELD Operators (as defined below).

Please read these Terms together with the provisions set forth in our Privacy Policy carefully before using this website. By accessing, registering, downloading, using, clicking or purchasing YIELD Services, tools and information made available through this website and mobile application in any capacity, you agree that you have read, understood, accepted and agree to be bound by these Terms as well as our Privacy Policy when using this website. If you do not agree to these Terms and our Privacy Policy, you should immediately stop using this website or utilize YIELD Services. In addition, when using some features of the YIELD Services, you may be subject to specific additional terms and conditions applicable to those features.

We reserve the right to modify or amend these Terms, the website or any Content on the website from time to time, including for security, legal or regulatory reasons, to reflect updates or changes to the service or functionality of the website. You are advised to check these terms periodically to ensure that you are aware of and are complying with the current versions. Changes are binding on users of the website and will take effect immediately from posting of the revised documentation on the website. You agree to be bound by such variation and your continued use of the website, tools and information made available shall constitute your acceptance of such variation.

We will indicate on this page or by email that the Terms have changed. You accept that by doing so, we have provided you with sufficient notice of such change.

We encourage you to seek professional advice regarding any tax and legal requirements with which you must comply in relation to you being a user of this website, our tools and services.

### **2. Definitions**

**"AML"** means Anti-Money Laundering

**"Applicable Laws"** means any acts, statutes, regulations, ordinance, treaties, guidelines, policies issued by any governmental organizations, or regulatory bodies, including but not limited to the governing law stipulated under the European Union Governing Law.

**"CFT"** means Combating the Financing of Terrorism.

**"Content"** means all contents of YIELD Platform, including any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, and requirement, product, services, advertising material, software, code as well as any data, files, archives, folders or downloads available on YIELD Platform.

**"Digital Assets"** means stablecoins and other cryptocurrencies and/or cryptographic tokens which are accepted by YIELD.

**"Interest"** means the indicated interest rates in accordance with these terms and subject to revision at any time at the sole discretion of YIELD.

**"KYC"** means Know Your Client.

**"Minimum Return"** means a variable United States Dollar denominated capital return expressed as an annual percentage yield (APY) rate of return which shall be added to your YIELD Account. This rate of return is subject to revision at any time at the sole discretion of YIELD.

**"Interest"** means the indicated interest rates in accordance with these terms and subject to revision at any time at the sole discretion of YIELD.

**"Prohibited Jurisdictions"** means the American Samoa, Angola, Anguilla, British Virgin Islands, Cayman Islands, Central African Republic, Côte d'Ivoire, Cuba, Democratic People's Republic of Korea (North Korea), Dominica, DRC (Congo), Eritrea, Ethiopia, Fiji, Guinea-Bissau, Guam, Haiti, Iran, Iraq, Liberia, Libya, Mail, Myanmar, Palau, Panama, Rwanda, Samoa, Seychelles, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Thailand, Trinidad & Tobago, Ukraine (Crimea/Sevastopol regions/residents only), United States of America (as well as its residents), US Virgin Islands, Vanuatu, Venezuela, Yemen, Zimbabwe.

**"Stablecoins"** means Coins that are issued and are declared as backed (pegged) against real dollars at an equivalent rate of 1:1. Stablecoins include Tether ("USDT") or a cryptocurrency with a value pegged to the U.S. dollar and USD Coin ("USDC"), and other stablecoins accepted by YIELD.

**"Wallet"** means a YIELD proprietary or third-party service provided digital custodian wallet, for distributing and holding Digital Assets and YLD Tokens.

**"YieldApp OÜ"** means an Estonian Limited Liability Corporation incorporated under the laws of the Republic of Estonia.

**"YIELD Account"** means a virtual account which is opened with YIELD for Users to utilize YIELD Services, transactions, asset changes and basic user

information. YIELD Accounts serve as the basis for Users to enjoy and exercise their rights on YIELD.

**"YIELD App Limited"** means an International Business Company incorporated under the laws of the Republic of Seychelles.

**"YIELD Operators"** means YieldApp OÜ and YIELD App Limited that operate Yield.App website, including but not limited to their legal persons, unincorporated organizations and teams that provide YIELD Services and are responsible for such services. For convenience, unless otherwise stated, references to "YIELD" and "we" in these Terms specifically mean YIELD Operators.

**"YIELD Platform"** means this website (i.e. Yield.App website), mobile application, and any other official YIELD communication channels made available for access to use YIELD Services and being subject to revision periodically.

**"YIELD Platform Rules"** means all rules, interpretations, announcements, statements, letters of consent and other Contents that have been and will be subsequently released by YIELD, as well as all regulations, implementation rules, product process descriptions, and announcements published in this website or within products or service processes.

**"YIELD Services"** refer to various services provided to you by YIELD that are based on Internet and/or blockchain technologies and offered via YIELD website, mobile applications, clients and other forms (including new ones enabled by future technological development). YIELD Services include but are not limited to custody of digital assets, exchange of fiat to crypto and crypto to fiat assets, debit card programs, referral programs, rewards and loyalty schemes and access to regulated and unregulated collective investment schemes.

**"YLD Token"** means a cryptographic digital token and a software-created and released by YIELD App Limited and is licensed under a token licensing agreement to YieldApp OÜ by YIELD App Limited. YLD Tokens grant users access to premium features offered by this website.

### 3. **General Provisions**

#### 3.1 Contractual Relationship

These Terms constitute a legal and binding agreement between you and YIELD. The binding obligations stipulated in these Terms are valid and enforceable.

#### 3.2. Supplementary Terms

Due to the rapid development of Digital Assets and YIELD, these Terms between you and YIELD do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, the Privacy Policy, YIELD Platform Rules, and all other agreements entered into separately between you and YIELD are deemed supplementary terms that are an integral part of these Terms and shall have the same legal effect. Your use of YIELD Services is deemed your acceptance of the above supplementary terms.

#### 3.3. Revision and Amendments

YIELD reserves the right to revise, amend or update any provisions stipulated in these Terms in its sole discretion at any time. YIELD will notify such revision by updating these Terms and specify the 'Last Revised Date' displayed on this page. Any and all revisions to these Terms shall become automatically effective upon publication on the YIELD Platform or release to the Users. Therefore, your continued use of YIELD Services shall be deemed that you agree to have read, understood and accepted all revised provisions under these Terms. If you do not agree on any or all the revisions, you must immediately stop accessing or using YIELD Services. You are encouraged to frequently and carefully review these Terms to ensure your understanding of these Terms that apply to your access to and use of YIELD Services.

#### 3.4. Privacy Policy

You acknowledge and confirm that you have read, understood and agreed to YIELD's Privacy Policy which sets out a summary of YIELD's guidelines regarding the collection and use of personally identifiable information for the purpose of conducting YIELD Services.

#### 3.5. The Use of Website (Yield.App)

- 3.5.1. You will comply with the requirements of all applicable domestic and international laws and regulations, these Terms and various guidelines of YIELD, and will not use the website or its Content for any unlawful purpose, including but not limited to, copyright laws or labor laws.

- 3.5.2. You shall be responsible for obtaining the data network access necessary to use the website. Your network's data and rates and fees may apply if you access or use the website from a wireless-enabled device, and you shall be responsible for such rates and fees.
- 3.5.3. You shall be responsible for acquiring and updating compatible hardware or device necessary to access and use the website and any updates thereto. In addition, the website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 3.5.4. You shall not upload any images, graphics, photographs, videos or content that is deemed unlawful, offensive, malicious, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property.
- 3.5.5. You shall be responsible for keeping your credential information, including your username and password to your YIELD Account secure.
- 3.5.6. You shall not abuse, harass, threaten, impersonate or intimidate other Users of the website.
- 3.5.7. You shall be solely responsible for your conduct and any content that you submit, post, and display on the website.
- 3.5.8. You shall not modify, adapt or hack the website or modify another website so as to imply that it is associated with the website falsely.
- 3.5.9. You shall not crawl, scrape, or otherwise cache any Content from the website including but not limited to user profiles, images, graphics and photographs. You shall agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on the website.
- 3.5.10. You shall not create or submit unwanted comments or content to any Users of the website.
- 3.5.11. You shall not transmit any malware, worms or viruses or any code of a destructive nature.
- 3.5.12. You shall not use the website or any of its Contents for advertising or soliciting, for any other commercial, political or religious purpose, or to compete, either directly or indirectly with YIELD.
- 3.5.13. If YIELD has the reasonable ground to believe and determine that you have engaged in any use of the website in breach of this Clause, YIELD may address such breach through an appropriate sanction, in its sole and absolute discretion. Such sanction may include, but is not limited to, making a report to

any government, law enforcement, or other authority, without providing any notice to you about any such report; or suspending or terminating your access to the YIELD Services. YIELD may, at its sole and absolute discretion, take any action it deems appropriate to comply with Applicable Laws or the laws of any other jurisdiction. In addition, should your actions or inaction result in the imposition of economic costs to YIELD, you shall pay an amount to YIELD so as to render YIELD whole, including without limitation, the amount of taxes or penalties that might be imposed on YIELD.

### 3.6. Links to and from the Website

3.6.1. You may, through hypertext or other computer links, gain access from the website to websites operated by persons other than us. Such hyperlinks are provided for your convenience

3.6.2. A link from another website does not mean that we endorse or approve the content on that website or the operator of that website. You are solely responsible for determining the extent to which you may use or rely upon any content at any other websites which you have accessed from this website. We have no control over the content of these sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them

3.6.3. We assume no responsibility for the use of, or inability to use, any third-party software or other materials on the website and shall have no liability whatsoever to any person or entity for their use of, or inability to use, any such third-party content.

### 3.7. Availability of the Website

3.7.1. As electronic services are subject to interruption or breakdown, access to the website is offered on an “as is” and “as available” basis only.

3.7.2. We reserve the right to limit the availability of the website to any person, geographic area or jurisdiction we so desire and/or terminate your access to and use of the website, at any time and in our sole discretion.

3.7.3. We may, at our sole discretion, impose limits or restrictions on the use you make of the website. Further, for commercial, security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms, we may withdraw the website or your access to the website at any time and without notice to you.

## 4. **Intellectual Property**

4.1. All remarks, suggestions, ideas, materials or other information provided by you through this website will forever be our property. You acknowledge that you

are responsible for any submissions provided through your username or password, and you, not us, have full responsibility for such submissions, including their accuracy, legality, reliability, appropriateness, originality and copyright. Notwithstanding the foregoing, we have the right to refuse to post, remove, edit or abridge any submission for any reason and to disclose any submission as we deem necessary, including without limitation to achieve compliance with any applicable law, regulation, legal process or governmental request, all in our sole discretion.

- 4.2. Subject to clause 4.4 below, as between you and us, we own all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the website and YIELD.
- 4.3. If and to the extent that any such intellectual property rights vest in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such intellectual property rights back to us.
- 4.4. You shall retain ownership of all copyright in data you upload or submit to the website.
- 4.5. You grant us a world-wide, exclusive, royalty-free, non-terminable license to use, copy, distribute, publish and transmit such data in any manner.
- 4.6. We do not warrant or represent that the Content of the website does not infringe the rights of any third party.
- 4.7. You undertake that you shall not at any time after you have provided a unique username to us, divulge or communicate to any person (except to professional representatives or advisers or as may be required by law or any legal or regulatory authority) any Confidential Information, and will use best endeavors to prevent the unauthorized publication or disclosure of any Confidential Information, and will only use such Confidential information for the purposes of proposing, considering or making transactions through YIELD. Confidential Information for the purposes of this clause shall include all information in whatever form (including in visual, oral or electronic form) relating to us or any other user or business or an individual or a company that was previously a user, which is provided or disclosed through YIELD (or to any employees or agents) in connection with the use of YIELD.

## 5. **Copyright and Trademarks**

- 5.1. The website and its Content are our property or the property of our licensors and are protected by copyright, trademark, patent and other applicable laws.

5.2. You are permitted to download and print Content from this website solely for your own personal use or in the course of your business to the extent required to use the services provided on this website. Website Content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without our express written consent.

5.3. Except where necessary for and incidental to personally viewing the website through your web browser, or as permitted by these Terms, no part of the website may be reproduced, stored (for any period of time) in an electronic or any other retrieval system, modified, adapted, uploaded to a third-party location, framed, performed in public, or transmitted, in any form by any process whatsoever, without our specific prior written consent.

## 6. **YIELD Account Registration and Requirements**

### 6.1. Registration

All Users shall apply for a free YIELD Account at this website before accessing or using YIELD Services. When you register a YIELD Account, you agree to provide complete and accurate information which includes your real name, email address and password, and accept these Terms, the Privacy Policy, and other Platform Rules. You also agree to periodically update your information provided to YIELD to maintain the integrity and accuracy of information. However, at our sole discretion and without liability to you, YIELD may refuse to open a YIELD Account if your information has been verified to be outdated, incomplete or incorrect. There is no fee for opening a YIELD Account.

#### 6.1.1. Eligibility

By applying for a YIELD Account, you represent and warrant that:

- You are at least 18 years old and have full legal capacity and sufficient authorization to enter into these Terms.
- You are not a citizen or resident from the Prohibited Jurisdictions, and you do not have any relevant connection with any jurisdictions where we have prohibited services and access to the website.
- You have not been previously suspended or forbidden from using YIELD Services.
- Your accessing or use of YIELD Services shall not violate any Applicable Laws or regulations to you, including but not limited to, the regulations of AML and CFT.

#### 6.1.2. Identity Verification

All information provided by you to YIELD for opening a YIELD Account shall be used to verify Users' identity, identify traces of money laundering, terrorist

financing, fraud, and other financial crimes through KYC/AML/CFT procedures.

YIELD regularly monitors and assesses activities that may constitute a potential breach of laws relating to AML, CFT, sanctions and anti-bribery, and other relevant Applicable Laws and/or international regulations. We shall collect, use, and share information provided by you in accordance with these Terms and our Privacy Policy.

You also authorize us to conduct investigations and agree to our collection of additional information, either directly or through a third-party to verify your identity or to protect you and us from any financial crimes, and to take necessary actions based on the results of such investigations.

The information we require to verify your identity may include, but is not limited to, your name, email address, residential address and contact information, username, phone numbers, government identification numbers and other information collected during the Account registration. You fully acknowledge and agree that your information may be disclosed to credit bureaus, and/or government agencies for fraud and financial crime prevention upon request by any such agency for legal or administrative purposes by a competent authority or court order.

Once you have registered your account, you must ensure that all information provided to YIELD is complete, accurate, and updated in a timely manner when there is any change to the information held by YIELD in relation to your account. Should there be any reasonable grounds to believe that the partial or the whole of your information provided to us is incomplete, incorrect or outdated, YIELD reserves the right to send you a notice to demand correction, or to directly delete such information, and, as the case may be, to terminate all or part of YIELD Services that we provide to you. If YIELD cannot reach you with the contact information you have provided to us, you shall be fully liable for any losses or expenses caused to YIELD during the use of YIELD Services. You hereby acknowledge and agree that you have the obligation to update all the information if there is any change.

Users are required to comply with any further KYC requirements and adopt new terms and conditions ("Additional KYC") as may be required by the regulators governing the YIELD Operators. For the avoidance of doubt, the Additional KYC involves live video interview, where the YIELD Platform would use a video conferencing solution that automatically identifies and verifies the individual User from a digital image or a video source (facial biometrics) and built-in security features that could detect any presentation attacks or risks.

### 6.1.3. Account Usage

YIELD Accounts shall be used by account registrants and authorized persons only. In this regard, YIELD reserves the right to suspend, freeze, or cancel the access or use of YIELD Services by any other persons other than the account

registrant. If you suspect or become aware of any unauthorized access or use of your username and password, you shall notify YIELD immediately. YIELD shall have no liability for any losses or damages arising from the access or use of YIELD Account by you or any third party with or without your authorization.

#### 6.1.4. Prohibited Uses

YIELD maintains a policy of strict regulatory compliance. YIELD will not accept deposits from the following known addresses: (i) "Mixing" services which attempt to obfuscate the source of funds; (ii) Peer-to-peer and other exchanges which do not perform KYC screening as part of their onboarding process.; (iii) Any amount of funds from gambling sites; and (iv) Any amount of funds known to belong to darknet marketplaces.

YIELD retains the right to return funds and freeze/close accounts as necessary upon receipt of deposits from these sources. Please note that any attempt to circumvent these policies will also result in similar action.

#### 6.1.5. Account Security

YIELD has been committed to maintaining the security of User entrusted funds and has implemented industry standard protection for YIELD Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your YIELD Account and personal information.

You should be solely responsible for keeping safe of your YIELD Account and password and be responsible for all the transactions under your YIELD Account. YIELD assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

By creating a YIELD Account, you hereby agree that: (i) you will notify YIELD immediately if you are aware of any unauthorized use of your YIELD Account and password or any other violation of security rules; (ii) you will strictly abide by all mechanisms or procedures of YIELD regarding security, authentication, trading, charging, and withdrawal; and (iii) you will take appropriate steps to log out from YIELD at the end of each visit.

#### 6.1.6. Personal Data

Your personal data will be properly protected and kept confidential, but YIELD has the right to collect, process, use or disclose your personal data in accordance with these Terms (including the Privacy Policy) or the Applicable

Laws. Depending on the products or services concerned, your personal data may be disclosed to the following third parties:

- your transaction counterparty;
- YIELD Operators and the shareholders, partners, investors, directors, supervisors, senior managers and employees of such entities;
- our joint ventures, alliance partners and business partners;
- our agents, contractors, suppliers, third-party service providers and professional advisers, including the parties who have been contracted to provide us with administrative, financial, research, operations, IT and other services, in such areas as telecommunications, information technology, payroll, information processing, training, market research, storage and archival;
- third-party business partners who provide goods and services or sponsor contests or other promotional activities, whether or not in cooperation with us;
- insurance companies or insurance investigators and credit providers;
- credit bureaus, or any debt collection agencies or dispute resolution centers in the event of violation or dispute;
- business partners, investors, trustees or assignees (actual or expected) that promote business asset transactions (which can be broadened to include any merger, acquisition or asset sale) of YIELD Operators;
- professional consultants such as auditors and lawyers;
- relevant government regulatory agencies or law enforcement agencies to comply with laws or regulations formulated by government authorities;
- assignees of our rights and obligations;
- banks, credit card companies and their respective service providers; and/or
- persons with your consent as determined by you or the applicable contract.

## 7. **YIELD Services**

Upon completion of the registration and identity verification for your YIELD Account, you may use various YIELD Services, including but not limited to custody of digital assets, exchange of fiat to crypto and crypto to fiat assets, debit card programs, referral programs, rewards and loyalty schemes, access to regulated and unregulated collective investment schemes, acquiring

market-related data, research and other information released by YIELD, participating in User activities held by YIELD, etc., in accordance with the provisions of these Terms (including YIELD Platform Rules and other individual agreements). YIELD has the right to:

Provide, modify or terminate, in its discretion, any YIELD services based on its development plan; and

Allow or prohibit some Users' use of any YIELD Services in accordance with relevant YIELD Platform Rules.

## 8. **Representations and Warranties**

8.1. You hereby agree to make the following representations and warranties to YIELD:

8.1.1. You are the exclusive owner of the Digital Assets deposited in your YIELD Account;

8.1.2. You validly undertake any actions or enter into any transaction with regard to these Terms;

8.1.3. The Digital Assets, which you shall deposit in your YIELD Account, or YIELD's managed fund, shall not be derived from money laundering, terrorist financing, fraud, or any other illegal activities under any applicable law;

8.1.4. You shall provide only accurate, complete, and up-to-date information and documents, if any, for the purpose of accessing or using YIELD Services on YIELD Platform;

8.1.5. You shall understand and be aware of risks associated with accessing or using YIELD Services and you shall be fully liable at your own risk;

8.1.6. You shall use YIELD Services through YIELD Platform in good faith and shall not use for the purpose of concealing, or disguising the origin or nature of the proceeds derived from illegal or criminal activities;

8.1.7. You shall be aware that you are subject to tax regulation in your jurisdiction and shall be fully responsible for any filling/reporting and paying any tax as required by the Applicable Laws. YIELD shall not be responsible to compensate you for your tax obligations or advise you in relation to your tax issues. Any uncertainties and unpredictable matters in tax legislation with respect to Digital Assets may expose you to any unknown or unforeseeable tax implications associated with your holding of Digital Assets and the use of YIELD Services, for which YIELD shall have no liability. Also, you shall hold YIELD harmless from any expenses and losses, resulting from the unknown or unforeseeable tax implications;

- 8.1.8. You shall not breach any terms stipulated in these Terms, and the Privacy Policy, or any Applicable Laws in any relevant jurisdictions;
- 8.1.9. You shall not interfere, intercept, or expropriate our network system, data, or information;
- 8.1.10. You shall not transmit, or upload any virus or other malicious software program, or try to gain unauthorized access to other accounts, websites, networks or systems relating to YIELD Services;
- 8.1.11. You shall not decompile, reverse engineer, or disassemble any of our programs, systems or products, or in any way infringe our Intellectual Property rights;
- 8.1.12. You shall not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of any of our programs, systems or products.
- 8.2. You shall inform YIELD about any changes in your information and documents, if any, provided or submitted to YIELD Operators, particularly your contact details, within one (1) day as of change.
- 8.3. You shall defend, indemnify, and hold harmless YIELD Operators, its affiliates, each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees), arising out of or relating to any third-party claim concerning these Terms, or your use of YIELD Services in violation of these Terms and applicable law.
- 8.4. Each of Representations and Warranties shall survive and continue to have full force and effect after the execution of these Terms.
- 8.5. YIELD makes no representation, warranty, or guarantee to you of any kind. YIELD Platform and Services are offered strictly on an as-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.

9. **Forks**

YIELD and third parties may from time to time create a copy of a digital asset network and implement changes in operating rules or other features (“Forks”) that may result in more than one version of a network (each, a “Forked Network”) and more than one version of a digital asset (“Forked Assets”).

Forked Networks and the available supply of any Forked Assets are wholly outside of the control of YIELD and our ability to deliver Forked Assets resulting from a Forked Network may depend on third parties outside of YIELD’s control. You understand and acknowledge that Forks may materially

affect the value, function, and even the name of the digital assets associated with your YIELD Account. In the event of a Fork, YIELD may temporarily suspend certain services on the Online Platform (with or without advance notice to you) while we determine, at our sole discretion, which Forked Network(s) to support.

YIELD IS UNLIKELY TO SUPPORT MOST FORKED NETWORKS AND MOST FORKED ASSETS WILL LIKELY NOT BE MADE AVAILABLE TO YOU. YIELD MAY DETERMINE, IN OUR SOLE DISCRETION, NOT TO SUPPORT A FORKED NETWORK. YOU HAVE NO RIGHT, CLAIM, OR OTHER PRIVILEGE AGAINST YIELD FORKED ASSETS ON SUCH UNSUPPORTED FORKED NETWORK. YIELD MAY, IN OUR SOLE DISCRETION, DETERMINE OUR APPROACH TO SUCH FORKED ASSETS, WHICH MAY INCLUDE ABANDONING OR OTHERWISE ELECTING NOT TO SUPPORT SUCH FORKED ASSETS AS PART OF OUR SERVICES.

## 10. **Risk Disclosure**

By accessing or using YIELD Services, you expressly acknowledge and assume the risks as follows:

### 10.1. Risk of loss in value

Digital Assets are not issued by any central banks or national, supra-national, or quasi-national organizations. They are also not backed by any hard assets or other credit. The value of Digital Assets are affected by several factors, including but not limited to, the total number of Digital Assets in existence, the continued willingness of market participants to exchange government-issued currency for Digital Assets, purchasers' expectations with respect to the rate of inflation of fiat currencies, purchasers' expectations with respect to the rate of deflation of cryptocurrencies, interest rates, currency exchange rates, cyber theft of cryptocurrencies from online digital wallet providers, or news of such theft from such providers or individuals' digital wallets, investment and trading activities of large investors, monetary policies of the governments, trade restrictions, currency devaluations and revaluations, regulatory measures, the global or regional political, economic or financial events and situations. Thus, all these factors shall affect the value of Digital Assets, which may result in the permanent partial or total loss of the value of a particular Digital Asset. No one shall be obliged to guarantee the liquidity or the market price of any of the Digital Assets deposited by you into a YIELD account. The volatility and unpredictability of the value of Digital Assets relative to the government-issued currency may result in a significant loss over a short period of time.

### 10.2. The regulatory regime governing Digital Assets

The regulatory framework relating to Digital Assets remains unsettled, and any laws, regulations, or guidelines may be significantly revised and amended

which shall materially and adversely affect the value of Digital Assets and your services on YIELD Platform as follows.

- 10.2.1. Regulations of the use, transfer, and exchange of Digital Assets in various jurisdictions are currently undeveloped or underdeveloped and likely to evolve rapidly. One or more countries shall take regulatory actions in the future that are severely restricted, which may directly or indirectly affect or restrict YIELD Services provided to Users.
- 10.2.2. To the extent that YIELD may be required to obtain licenses, permits, and/or approvals in any jurisdictions to offer YIELD Services, but are unable to obtain such Regulatory Approvals or if such Regulatory Approvals are not renewed or revoked for any reasons, the Users in such jurisdictions shall be unable to access or use YIELD Services.
- 10.2.3. It is difficult to predict how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting the use, transfer, and exchange of Digital Assets. In the case where YIELD may be requested or forced to suspend or discontinue or to change the operation of YIELD Services in any jurisdictions required by laws and the authorities, your YIELD may be frozen for an indefinite period of time until the matter is solved.

You shall be responsible for determining whether the use of YIELD Services is legal in your jurisdiction, and you shall not access or use YIELD Services if they are illegal in your jurisdiction. If you are uncertain on the legal status of Digital Assets in your jurisdiction, please seek independent advice from your legal advisor.

- 10.3. Technical and System Failure affected the obligations stipulated in these Terms

YIELD may experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect YIELD's infrastructure network, which includes this website.

YIELD is unable to anticipate when there would be the occurrence of hacks, cyber-attacks, mining attacks, including but not limited to double-spend attacks, majority mining power attacks and selfish-mining attacks, distributed denials of services or errors, vulnerabilities or defects in Yield.App, YLD Token, Users' accounts, Users' wallets or any technology, including but not limited to smart contract technology. Also, YIELD is unable to detect these hacks as mentioned earlier, mining attacks, cyber-attacks, distributed denials of services errors, vulnerabilities or defects in a timely manner and does not have sufficient resources to efficiently cope with multiple services incidents happening simultaneously or in rapid succession.

In addition, YIELD's network or Services, including the YIELD Platform, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond YIELD's control. Although YIELD has taken steps against malicious attacks on its appliances or its infrastructure, which are critical for the maintenance of the YIELD Platform and its Services, there can be no assurance that cyber-attacks, such as distributed denials of service, shall not be attempted in the future, and that YIELD's enhanced security measures shall be effective. Any significant breach of YIELD's security measures or other disruptions resulting in a compromise of the usability, stability and security of YIELD's network or Services, including the YIELD Platform, may adversely affect the YLD Tokens.

10.4. YIELD shall have no liability for any delay, error, interruption or failure to perform any obligation under these Terms where the delay or failure is directly or indirectly resulting from any causes beyond YIELD's control, including but not limited to;

10.4.1. Acts of God, nature, court of government;

10.4.2. Failure or interruption in public or private telecommunication networks, communication channels or information system;

10.4.3. Acts or omission of acts of a party for whom we are not responsible; 9.4.4. Delay, failure or interruption in, or unavailability of, third-party services;

10.4.5. Strikes, lockouts, labor disputes, wars, terrorist acts and riots.

10.5. YOU UNDERSTAND AND AGREE THAT YOU USE YIELD SERVICES AT YOUR RISKS. THIS CLAUSE IS NOT EXHAUSTIVE AND DOES NOT DISCLOSE ALL THE RISKS ASSOCIATED WITH DIGITAL ASSETS AND THE USE OF SERVICES. THEREFORE, YOU ARE RECOMMENDED TO CAREFULLY CONSIDER WHETHER SUCH USE IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL POSITIONS.

## 11. **Swaps**

11.1 YIELD Services also include Fiat and Crypto Swap features and Card Programs which are offered through the YIELD Platform. The Swap feature allows Users to swap Digital Tokens and/or Fiat Currencies owned by one User for other Digital Tokens that are held by YieldApp OÜ on behalf of YIELD Operators. Card Program membership, Fiat Swaps and non-YLD Digital Token Swaps shall be executed solely and exclusively within the YIELD platform under the terms of the Estonian FIU, Provider of Virtual Currency license held by YieldApp OÜ and services agreements between YieldApp OÜ and YIELD Operators.

The Swap rate is provided by way of an API and/or RFQ into third party pricing oracles and licensed EMI Service providers.

When the User submits a Swap order via the YIELD Platform, the User authorizes YIELD to record a Swap transaction to your YIELD wallet address. Where applicable a fee may be included within the transaction.

YIELD may change the fee structure from time to time, changes to fees are effective as of the effective date indicated in the posting of the revision of these Terms and Conditions and or notified through the website, platform or email communication and will apply to any transfers that take place following the effective date of such revised fee structure.

- 11.2 Swap values are limited to a maximum United States Dollar value per twenty-four (24) hour period. This value will be displayed in the YIELD platform application Swap feature and is subject to revision within the platform.

## 12. **Limitation of Liability**

- 12.1. Notwithstanding any provisions in these Terms, in no event, shall either Party be liable to the other for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to lost revenue, lost profits, loss of your credential information (username and password), replacement goods, loss of technology, loss of data, or interruption of loss of use of service or equipment, even if such Party was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise. YIELD shall also have no liability for your emergency and unforeseeable incidents related to your use of YIELD Services such as stolen password or hacked accounts.
- 12.2. Neither we nor any of our agents shall be liable for (i) the management or performance of your Digital Assets (including any reduction in the value), and (ii) any taxes or duties payable in respect of your Digital Assets.
- 12.3. Except as expressly provided in these Terms, to the maximum extent permitted by any Applicable Laws, we disclaim all other representations or warranties, express or implied, made to you, your affiliates or any other person, including without limitation any warranties regarding the quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any service or any goods provided incidental to YIELD Services under these Terms.

Our liabilities in respect of representations and warranties that are excluded under these Terms, at our option, is limited to any one of resupplying, replacing or repairing or paying the cost of the resupplying, replacement or repairing or paying the cost of resupplying the services in respect of which the breach occurred.

In no event will our aggregate liability for any loss or damage arising in connection with YIELD Services exceed the fees you paid to YIELD for your use of YIELD Services, if any, during the twelve (12) month period immediately preceding the event giving rise to the claim for liability. The foregoing limitations of liability shall apply to the fullest extent permitted by any Applicable Laws.

- 12.4. YIELD shall have no liability for any Third-Party Services providers to Users.

YIELD makes no representations or warranties whatsoever, expressed or implied, as to the accuracy, totality, timeliness, appropriateness, suitability, or vigor for any purpose or use of such Third-Party Services, products, services and information, customer and technical support or web presence or any of their presentations or representations. You shall acknowledge and agree that YIELD shall not be liable in any way for the use of such Third-Party Services, i.e., the third-party wallets.

### 13. **Indemnify**

- 13.1. You irrevocably undertake to fully indemnify and hold harmless each of YIELD Operators, its affiliates, contractors, licensors and their respective shareholders, officers, directors, employees and agents and their respective successors, heirs and assigns, promptly upon demand at any time during your use of YIELD Services, from and against any and all losses, claims, actions, proceedings, damages, demands, judgements, sums, liabilities, damages, costs, charges and expenses, including but not limited to, any reasonable attorney's fees, or penalties imposed by any regulatory authority, and reimbursements arising out of or related to the following situations:

- 13.1.1. Your use of, or conduct in accordance with YIELD Services;
- 13.1.2. Your breach of or our enforcement of these Terms;
- 13.1.3. Your violations of any Applicable Laws, regulation, or rights of any third party during your use of YIELD Services.

If you are obligated to indemnify YIELD Operators, its affiliates, contractors, licensors and their respective shareholders, officers, directors, employees, and agent and their respective successors, heirs and assigns, YIELD shall have the right, in its sole discretion, to control any action or proceeding and to determine whether YIELD wishes to proceed, or settle, and if so, on what terms or provisions.

### 14. **Termination**

- 14.1. These Terms shall be immediately terminated by closing your YIELD Account and discontinuing your use of YIELD Services.

- 14.2. These Terms and YIELD Services can be terminated upon written notice by YIELD if there is reasonable ground to believe that you breach any terms or provisions stipulated in these Terms, or you do not comply with these Terms.
- 14.3. In the event that your suspended or closed YIELD Account has an outstanding balance, you shall be entitled to recover the relevant Digital Assets, together with the Interests accrued thereon unless YIELD is prohibited by any Applicable Laws or a court order to release such, including but not limited to, the case where YIELD has reasonable ground to suspect that Digital Assets or the funds used for the purchase of Digital Assets were obtained through fraud, illegal means, or connected with any criminal activities.
- 14.4. The termination of these Terms shall not prevent YIELD from seeking any remedies from you in the case where you breach any terms or provisions before such termination.
- 14.5. Any ongoing obligation on you, and the provision regarding (i) YIELD's intellectual Property (ii) No solicitation or Offering (iii) indemnification (iv) Limitation of liability and (v) any other provisions designed to survive, will survive any termination or expiration of the Terms for any reason.

15. **Notice/Announcement**

Any notice required or made under these Terms from YIELD to you shall be considered validly received when addressed to your last contact information, including but not limited to the latest used email address, mailing address or phone number. Additionally, YIELD may provide notices through publishing on this website. USERS UNDERTAKE TO REFER TO THESE MATERIALS REGULARLY AND PROMPTLY. YIELD WILL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY MANNER OF COMPENSATION SHOULD USERS INCUR PERSONAL LOSSES ARISING FROM IGNORANCE OR NEGLIGENCE OF THE ANNOUNCEMENTS.

- 15.1. Any notice required or made under these Terms by you to YIELD shall only be made through YIELD Website [Support](#).

16. **No Financial and Legal Advice**

YIELD is not your broker, intermediary, agent, or legal advisor and has no fiduciary relationship or obligation to you in connection with any trades or decisions or activities affected by you using YIELD Services. No communication or information provided to you by YIELD is intended as or shall be considered or construed as investment advice, financial advice, trading advice, legal advice, or any other sort of advice. Unless otherwise specified in these Terms, all trades are executed automatically based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you shall be solely responsible for determining

whether any service, investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance. You shall be solely responsible for any loss or liability therefrom.

Before utilizing any service or making any investment decisions, you should conduct your own due diligence and consult with your independent financial, legal or tax professionals. YIELD shall not be liable for the decisions you make to access or use YIELD Services.

## 17. **Confidentiality**

17.1. Subject to the Privacy Policy, you hereby expressly and irrevocably permit and authorize YIELD, its employees, and/or any other persons authorized by YIELD Operators to disclose all information provided by you to YIELD for any purposes stipulated in these Terms.

17.2. However, the confidentiality obligation shall not apply to the followings:

17.2.1. any information which becomes generally known to the public, other than by reason of any willful or negligent act or omission of YIELD or any of their respective Representatives;

17.2.2. any information which is required to be disclosed according to any applicable law or any requirement of any competent governmental or statutory authority or according to rules or regulations of any relevant regulatory, administrative or supervisory body (including but not limited to any relevant stock exchange or securities council);

17.2.3. any information which is required to be disclosed according to any legal procedures issued by any courts or tribunals.

17.3. The obligations contained in this Clause shall endure, even after the termination of your account or discontinuing YIELD Services in accordance with and as permitted by the provisions of these Terms, within five (5) years after terminating your YIELD Account except and until any confidential information enters the public domain.

## 18. **Governing Law, Resolving Disputes, Arbitration and Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY, AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS, INCLUDING AS A CLASS ACTION.

18.1. Notice of Claim and Dispute Resolution Period

Please contact YIELD first! YIELD wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with YIELD, then you should contact YIELD and a case number will be assigned. YIELD will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against YIELD, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to YIELD. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your YIELD Account email. The Notice of Claim should be submitted to an email address or hyperlink provided in your correspondence with YIELD. After you have provided the Notice of Claim to YIELD, the dispute referenced in the Notice of Claim may be submitted by either YIELD or you to arbitration in accordance with paragraph 2 of this Section, below. For the avoidance of doubt, the submission of a dispute to YIELD for resolution internally and the delivery of a Notice of Claim to YIELD are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or YIELD shall not be disclosed to the arbitrator.

## 18.2. Agreement to Arbitrate

You and YIELD Operators agree that, subject to paragraph 18.1 above, any dispute, claim, or controversy between you and YIELD arising in connection with or relating in any way to these Terms or to your relationship with YIELD (and/or YIELD Operators) as a user of YIELD Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory final and binding individual (not class) arbitration, except as set forth below under Exceptions to Agreement to Arbitrate. You and YIELD further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including, if applicable, attorney fees), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. The arbitration provisions set forth in this Section will survive

termination of these Terms. Arbitration Rules. The arbitration shall be subject to the Rules of Arbitration of the International Chamber of Commerce (the "ICC") then in force (the "ICC Rules"). The arbitration will be administered by the International Court of Arbitration of the ICC. Unless the parties agree otherwise, there shall be only one arbitrator appointed in accordance with the ICC Rules. Any arbitration will be conducted in the English language, unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. JUDGMENT ON ANY ARBITRAL AWARD MAY BE GIVEN IN ANY COURT HAVING JURISDICTION OVER THE PARTY (OR OVER THE ASSETS OF THE PARTY) AGAINST WHOM SUCH AN AWARD IS RENDERED. Time for Filing: ANY ARBITRATION AGAINST YIELD OPERATORS MUST BE COMMENCED BY FILING A REQUEST FOR ARBITRATION WITHIN ONE (1) YEAR, AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. THIS ONE (1) YEAR LIMITATION PERIOD IS INCLUSIVE OF THE INTERNAL DISPUTE RESOLUTION PROCEDURE SET FORTH IN PARAGRAPH 1 OF THIS SECTION, ABOVE. THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD. If applicable law prohibits a one (1) year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Process; Notice: The party who intends to seek arbitration after the expiration of the Dispute Resolution Period set forth in paragraph 1, above, must submit a request to the ICC in accordance with the ICC Rules. If we request arbitration against you, we will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective for all purposes, including without limitation to determinations of adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with YIELD is up-to-date and accurate. Seat of Arbitration: The seat of the arbitration shall be Singapore. Place of Hearing: The location of any in-person arbitration hearing shall be Singapore, unless otherwise agreed to by the parties. Governing Law / Jurisdiction: The governing law of the arbitration shall be British Law. Confidentiality. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any nonpublic information provided in the arbitration, and any submissions, orders or awards made in the arbitration (together, the "Confidential Information") shall not be disclosed to any non-party except the tribunal, the ICC, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal

right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of these Terms and of any arbitration brought pursuant to these Terms.

### 18.3. Class Action Waiver.

You and YIELD agree that any claims relating to these Terms or to your relationship with YIELD as a user of YIELD Services shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and YIELD further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including YIELD.

### 18.4. Modifications

YIELD reserves the right to update, modify, revise, suspend, or make any future changes to Section 18.2 regarding the parties' Agreement to Arbitrate, subject to applicable law. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. Subject to the applicable law, your continued use of your YIELD Account shall be deemed to be your acceptance of any modifications Section 18 regarding the parties' Agreement to Arbitrate. You agree that if you object to the modifications to Section 18, YIELD may block access to your account pending closure of your account. In such circumstances, the Terms of Use prior to modification shall remain in full force and effect pending closure of your account.

## 19. **Miscellaneous**

### 19.1. Severability

If any provisions of these terms are found by the court of competent authorities to be invalid, void, unlawful or unenforceable under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

### 19.2. Force Majeure

YIELD will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond YIELD's reasonable control.

### 19.3 Variation of Terms

YIELD has the right to revise these Terms, at our sole discretion at any time, and by using this website, you shall be expected to review such Terms regularly to ensure that you understand all provisions stipulated in these Terms.

#### 19.4. Assignment

YIELD shall be allowed to assign, transfer, and subcontract its right and/or obligations under these Terms without any notification or your consent required.

Nevertheless, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

#### 19.5. Entire Agreement

These Terms, including the Privacy Policy and any rules contained on YIELD Platform, constitute the sole and entire agreement between YIELD and you with respect to your use of YIELD Platform and supersede other prior or contemporaneous negotiations, discussions, agreements, understandings, representations, and warranties, both written and oral, between YIELD and you with respect to such subject matter.

#### 19.6. No Third-Party Rights

Nothing in these Terms shall be deemed to create any rights in any creditors or other persons, not a party hereto, and these Terms shall not be construed in any respect to be a contract in whole or in part for the benefit of any third parties.

#### 19.7. Electronic Signatures

You agree that you may tender your signatures to be binding with these Terms and use YIELD Services by electronic means, such as by email or by an online e-signature platform. The Parties agree that their digital signature or other forms of electronic acknowledgement, click-wrap agreement, consent, or acceptance, as the case may be:

19.7.1. constitutes their signature, acceptance, and agreement of these Terms; and

19.7.2. has the same force and effect as a signature affixed by hand.

#### 19.8. Waiver

The failure of one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter. At the same time, the waiver of one Party to seek recovery for the other Party's violation of

these Terms of any provisions of applicable terms shall not constitute a waiver by that Party of any subsequent breach or violation by the other Party or of the provision itself.