

Terms of Service
Last Updated: June __, 2023

Please read these Terms of Service (the “*Terms*”) carefully because they govern your use of the website located at gondi.xyz (the “*Site*”). The Site provide access to an open lending, borrowing, and decentralized finance protocol (the “*Protocol*”) built on Ethereum and made available by Open Debt Markets Limited (the “*Company*”, “*we*”, “*our*” and “*us*”). The Protocol is a community-driven, peer-to-peer set of blockchain-based smart contracts and tools that allow users to lend and borrow certain digital assets, including specific collections of non-fungible tokens (“*NFTs*”). The Company may also offer an application programming interface (“*API*”) for borrowers and lenders to transact with more frequency and larger quantities. Use of the API may require you to agree with and accept additional terms and conditions (“*Additional Terms*”). To make these Terms easier to read, the Site, the API and our services are collectively called the “*Interface*.” If there is a conflict between these Terms and the Additional Terms, then the Additional Terms govern in relation to that element of the Interface.

NOTICE ON PROHIBITED USE – RESTRICTED PERSONS: THE INTERFACE AND ANY RELATED SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY:

PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “***RESTRICTED PERSON***”).

WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE INTERFACE OR ANY RELATED SERVICES. USE OF A VIRTUAL PRIVATE NETWORK (“*VPN*”) OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 17 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 16 “GOVERNING LAW AND FORUM CHOICE” WILL APPLY INSTEAD.

1. Agreement to Terms. By using our Interface, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, then you must not use the Interface or access the Site. Notwithstanding the foregoing, the laws of some jurisdictions may limit or not permit certain provisions of this agreement, such as indemnification, the exclusion of certain warranties or the limitation of liability. In such a case, such provisions will apply only to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in these terms will prejudice such rights that you may have as a consumer of the Interface under such applicable law.

2. Privacy Policy. Please review our Privacy Policy, which also governs your use of the Interface, for information on how we collect, use and share your information.

3. Changes to these Terms or the Interface. We may update the Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Site and/or may also send other communications. It's important that you review the Terms whenever we update them or you use the Interface. If you continue to use the Interface after we have posted updated Terms, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Interface anymore. Because our Interface are evolving over time we may change or discontinue all or any part of the Interface, at any time and without notice, at our sole discretion.

4. Who May Use the Interface? You may use the Interface only if you are at least 18 years of age (or such other minimum age at which you can provide consent to data processing under the laws of your territory), and not otherwise barred from using the Interface under applicable law. In order to protect the integrity of the Interface, we reserve the right, at any time, in our sole discretion, to block access to the Interface from certain IP addresses and unique device identifiers. For the purposes of these Terms, "**Restricted Territory**" means the United States, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine or any other country to which the United States embargoes goods or imposes similar sanctions.

5. About the Interface.

(a) Our Relationship. You acknowledge and agree that the Company is an online interface provider and not a broker-dealer or a lender. The Company does not direct or control the day-to-day activities of the Users accessing the Site. Neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Protocol; we do not have possession, custody or control over any cryptoassets available on the Interface; and we do not have possession, custody, or control over any user's funds or cryptoassets. You understand that when you interact with any Protocol smart contracts, you retain control over your cryptoassets at all times. The private key associated with the wallet address from which you transfer cryptoassets is the only private key that can control the cryptoassets you transfer into the smart contracts or to other Users. 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 the Interface. We are not responsible for any activities or transactions you engage in when using the Interface, and you should understand the risks associated with cryptoassets, blockchain technology generally, and the Interface.

(b) Interface. The Site provides an interface by which Users may access the Protocol. All information provided in connection with your access and use of the Interface is for informational purposes only. 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 blog posts, data, articles, links to third-party content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, technical, or other decisions involving the Interface, you should seek independent professional advice from a licensed and qualified individual in the area for which such advice would be appropriate. Because the Interface provides information about the Protocol, these Terms also provide some information about the use of the Protocol. This

information is not intended to be comprehensive or address all aspects of the Protocol. Additional information about the Interface is accessible at docs.gondi.xyz.

(c) Digital Wallet. You may use the Interface by linking your digital wallet(s) on supported bridge extensions, which allows you to purchase, store, and engage in transactions using supported digital assets. Once you submit an order to put up your NFT as collateral or to offer a loan, your order is passed on to the applicable extension, which completes the transaction on your behalf.

(d) Collateral. You may offer as collateral only NFTs from certain whitelisted collections (“*Whitelisted NFTs*”), which are listed on docs.gondi.xyz/whitelisted-collections. To request to add other collections to the Whitelisted NFTs, please email team@gondi.xyz. If we are unable to maintain a relationship with third-party providers or comply with their terms and conditions, or any such third-party providers loses market share, becomes unavailable or is otherwise affected, we reserve the right to hide or suspend your ability to access, view or use, through the Interface, collections, contracts, and items affected by any of these or other issues. Under no circumstances shall the inability to access, view or use any digital assets on the Interface or an inability to use the Interface in conjunction with the borrowing, lending or transfer of digital assets available on any blockchains serve as grounds for a claim against us.

(e) Default and Liquidation. Borrowers may lose all of their collateral in certain circumstances, including if their collateral value does not properly cover their loan value (“*Liquidation*”). Upon Liquidation in a single tranche loan, the lender may claim the collateral. Upon Liquidation of a loan with two or more tranches, lenders will participate in an auction process and the proceeds will be distributed pro-rata to the lenders. Additional information on defaults and liquidations is accessible at docs.gondi.xyz.

(f) Refinancing. The Interface enables instant refinancing through a permissionless smart contract. For each loan, a prospective lender may offer to refinance all or part of the loan by offering to the borrower more favorable terms by providing a detailed offer, including, as applicable, the proposed principal, annual percentage rate (“*APR*”), and duration of the loan. The new lender must repay the principal and accrued interest of the original loan to the original lender in order to purchase the loan. If the principal amount of the new loan is higher, the remainder will be transferred to the borrower’s wallet. Upon successful completion of a refinancing, the Interface assigns the collateral to the new lender in the event of default. All subsequent repayments are directed to the new lender’s digital wallet. Additional information on refinancing is accessible at docs.gondi.xyz.

(g) Repayments and Renegotiations. If the proposed loan terms are not strictly more favorable to the borrower than the outstanding loan terms (thus rendering the lender ineligible for instant refinancing), outstanding loans can be renegotiated, provided that such loan terms do not include a non-zero amount of the Origination Fee. The “*Origination Fee*” is an optional one-time fee paid by borrower to lender at the beginning of a new loan or renegotiation, regardless of loan outcome. Lenders can propose any amount of Origination Fee when renegotiating. Upon accepting an offer to initiate or renegotiate a loan, a borrower transfers the origination fee to the lender. Loans can be repaid at any time before its due date. Borrowers are only liable for the interest accrued up until the repayment time (and not the full duration of the loan).

(h) Fees. For each loan, the Company may require payment of a fee proportional to the interest paid (the “**Interface Fee**”), and lender agrees to pay such fees upon loan completion (such payment, the “**Interface Fee Payment**”). You acknowledge and agree that the Interface Fee may change from time to time as determined by the Company in its sole discretion. When you make a Interface Fee Payment, you expressly authorize us to charge you for such Interface Fee Payment. There may also be associated blockchain fees. All transactions using blockchains require the payment of gas fees, which are essentially transaction fees paid on every transaction that occurs on the selected blockchain network. However, you may list your NFTs without paying gas fees since they are signed off-chain. Please note that Interface Fees and gas fees are non-refundable.

(i) Communication from the Interface. You may elect to receive emails or other communications from the Company in connection with the Interface. If you elect receive communications in connection with your loan, you agree and acknowledge that the Company is under no obligation to send any emails or communicate with you regarding such loan or the expiration of such loan, and that the Company will not be responsible or liable to you for any loss and takes no responsibility for and will not be liable to you for in the case of failure of such email or communication.

(j) Disputes Between Borrowers and Lenders. The Company is not a party to any relationship between any borrowers and/or lenders or in the delivery or completion of borrowing/lending transactions. In the event that you have a dispute with any user of the Site, including any borrowers or lenders, you agree to address such dispute directly with such user. If permitted in your jurisdiction, you release the Company (and the Company’s officers, directors, agents, investors, subsidiaries, and employees) (collectively “**Releasees**”) from, and covenant not to sue Releasees for any and all claims, demands, or damages (actual or consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. You agree that to the extent that you are using our Interface as a borrower or a lender, you are bound by these Terms. As a lender, to the degree that any NFT placed as collateral by a borrower is a fraud, scam, a non-authenticated NFT or any NFT that is not a Whitelisted NFT, you agree and acknowledge that the Company and the Interface will not be responsible by any loan made by you in reliance of collateral placed on the Interface.

(k) Regulatory and Compliance Suspensions or Terminations. We may suspend or terminate your access to the Interface at any time in connection with any transaction, or refuse to execute instructions, as required by applicable law or any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not be constituted a breach of these Terms by the Company. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Interface. Such limitations may include, where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Interface. You are solely responsible for any losses resulting from such suspensions, terminations or limitations. For the avoidance of doubt, we do not have and will not exercise discretion over digital assets held in your wallet and do not undertake to review the accuracy or feasibility of any transactions, and we provide the Interface hereunder solely in accordance with your instructions, as applicable.

6. API License. This Section 6 only applies if we grant you access to our API.

(a) License Grant. Subject to your compliance with the terms and conditions of these Terms, we grant you a limited, non-transferable, non-exclusive, revocable, royalty-free license to: (a) use our API and the content, documentation, code, data and related materials that we may make available to you to in connection with or through the use of such API (collectively, “**API Content**” and, together with the API, “**Developer Materials**”) to develop, implement, integrate, and interface your proprietary software applications and websites (“**Developer’s Application**”) with our API; (b) reproduce and distribute any sample code provided in the Developer Materials; and (c) use and display our name and logo (“**Marks**”) in Developer’s Application for the purpose of identifying us as the source of the Developer Materials subject to compliance with our trademark guidelines, if applicable. Any and all goodwill generated by use of the Marks will inure to our benefit. Notwithstanding anything to the contrary contained herein, you shall immediately remove any use of Marks upon our request. We own all right, title and interest in the Developer Materials and all other software and materials that provide the Developer Materials.

(b) Access Key. In order to access the Developer Materials, you may be given an API key or credential (“**Key**”). You are solely responsible for the security of the Key, are required to take appropriate measures to safeguard the Key and shall be responsible for any unauthorized access to the Key or your account.

(c) Updates and Support. We may, but are under no obligation to, maintain, support, update, or provide error corrections for the Developer Materials. If we provide an update or maintenance release for the Developer Materials, such update or release will be subject to these Terms.

(d) Developer Enhancements and Feedback. To the extent that Developer makes any improvements, enhancements, and extensions to the Developer Materials (the “**Developer Enhancements**”), in the event that you or your employee, agent or affiliate submits all or part of any Developer Enhancements to us (each, a “**Contribution**”), you grant us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, to such Contribution. If you provide us with any feedback regarding the Developer Materials, we may use such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

(e) API Usage Restrictions.

(i) You may not disable, impair, or circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Interface, including any service protection or usage limits.

(ii) You must comply fully with all export laws and regulations to ensure that neither the Developer Materials nor any technical data related thereto nor any direct product thereof are exported or re-exported in violation of, or used for any purposes prohibited by, such laws and regulations.

(iii) You may not distribute the Developer Materials on a stand-alone basis, and Developer’s Application must provide material functionality in addition to the Developer Materials. Except as implemented within Developer’s Application, you may not transfer, sublicense, lease, lend, rent or otherwise distribute the Developer Materials to any third party, or make the functionality of the Developer Materials available to multiple users through any means, including, without, limitation, by uploading the

Developer Materials to a network or file-sharing service or through any hosting, application services provider, service bureau or any other type of services.

(f) Open Source Software. The use, reproduction and distribution of components of the Developer Materials licensed under a third party license (including, without limitation, any open source software licenses) are governed solely by the terms of that third-party license and not by these Terms. You must abide by all such third party licenses.

7. Your Content.

(a) Posting Content. Our Interface may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Interface is referred to as “*User Content*”. This includes any digital file, art, or other material linked to or associated with any NFTs that are displayed on the Interface. The Company does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) Permissions to Your User Content. By making any User Content available through the Interface, you hereby grant to the Company a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Interface.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Interface, nor any use of your User Content by the Company on or through the Interface will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(d) Company’s Intellectual Property. We may make available through the Interface content that is subject to intellectual property rights. We retain all rights to that content.

(e) Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Interface (“*Feedback*”). If you choose to submit Feedback, you agree that we are free to use it (and permit others to use it) without any restriction or compensation to you.

8. General Prohibitions and the Company’s Enforcement Rights.

You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

- (b)** Use, display, mirror or frame the Interface or any individual element within the Interface, the Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without the Company's express written consent;
- (c)** Access, tamper with, or use non-public areas of the Interface, the Company's computer systems, or the technical delivery systems of the Company's providers;
- (d)** Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- (e)** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third party (including another user) to protect the Interface;
- (f)** Attempt to access or search the Interface or download content from the Interface using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by the Company or other generally available third-party web browsers;
- (g)** Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (h)** Use any meta tags or other hidden text or metadata utilizing the Company trademark, logo URL or product name without the Company's express written consent;
- (i)** Use the Interface, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (j)** Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Interface to send altered, deceptive or false source-identifying information;
- (k)** Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Interface;
- (l)** Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Interface;
- (m)** Collect or store any personally identifiable information from the Interface from other Users of the Interface without their express permission;
- (n)** Impersonate or misrepresent your affiliation with any person or entity;
- (o)** Violate 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;
- (p)** Violate any applicable law or regulation;

- (q) Place any NFT as collateral that is a fraud, scam, a non-authenticated NFT or any NFT that is not a Whitelisted NFT; or
- (r) Encourage or enable any other individual to do any of the foregoing.

The Company is not obligated to monitor access to or use of the Interface or to review or edit any content. However, we have the right to do so for the purpose of operating the Interface, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. If we have a reasonable belief that you have created multiple accounts or have associated the same digital asset wallet to multiple accounts, we reserve the right to disable all of your accounts and recover all the digital assets in such accounts or the value thereof. If you believe we have erroneously disabled your account, you may contact us at team@gondi.xyz. We have the right to investigate violations of these Terms or conduct that affects the Interface. We may also consult and cooperate with law enforcement authorities to prosecute Users who violate the law.

9. No Fiduciary Duties. The Interface is not intended to, and does not, create or impose any fiduciary duties on the Company. To the fullest extent permitted by law, any user of the Interface acknowledges and agrees that the Company owes no fiduciary duties or liabilities it 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. Any user of the Interface further agrees that the only duties and obligations that the Company may owe are those set out expressly herein.

10. Copyright Policy. The Company respects copyright law and expects its Users to do the same. It is the Company's policy to terminate in appropriate circumstances account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

11. Links to Third Party Websites or Resources. The Interface may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

12. Termination. We may suspend or terminate your access to and use of the Interface, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at team@gondi.xyz. Upon any termination, discontinuation or cancellation of the Interface or your account, the following Sections will survive: 5(a), 5(b), 5(h) (only for payments due and owing to the Company prior to the termination), 5(j), 7(b), 7(c), 7(d), 7(e), and 8-18.

13. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE INTERFACE WILL MEET YOUR REQUIREMENTS OR BE

AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE INTERFACE.

THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE SERVICES.

When used within the Interface, the terms “debt,” “lend,” “refinance,” “collateral,” “credit,” “leverage,” “bank,” “borrow,” “yield,” “invest” and/or other similar terms are not meant to be interpreted pursuant to the customary legal meaning of those terms or to those terms as defined in any body of commercial law. Rather, such terms are being used to draw rough analogies between the heavily automated and mostly deterministic operations of a decentralized-finance (“**DeFi**”) smart contract system and the discretionary performance of traditional-finance (“**TradFi**”) transactions between individuals.

For example, “debt” ordinarily means a legally enforceable promise from a debtor to a creditor to pay an interest rate and eventually repay the principal. Therefore, “debt” cannot exist without legal agreements and cannot be enforced without courts of law. By contrast, on the Protocol, as accessed via the Interface, there are no legal agreements, promises of payment or courts of law, and therefore there are no debts, loans or other traditional finance transactions involved.

Unlike in traditional lending, the “lender’s” financial return does not depend primarily on the creditworthiness, solvency or financial skill of the “borrower” or on legal mechanisms such as the perfection of liens or the priority of creditor claims in a bankruptcy – it depends primarily on the incentive model assumed by the software design and how reliably the software implements that model. Unlike a debtor, people who “borrow” digital assets from the Interface smart contract system are not required to and have not promised to pay the digital assets back; if the “borrowers” never pay the digital assets back, no promise has been broken, no legal agreement has been breached and the digital asset “lenders” cannot sue the “borrowers” to get their digital assets back. Instead, by not repaying the borrowed digital assets, the digital asset “borrowers” merely demonstrate either that they lacked sufficient incentive to want to do so – for example, because their smart-contract-bound “collateral” was worth much less than the “borrowed” digital assets – or that a technical issue – such as congestion of the settlement network (e.g., Ethereum) – prevented them from doing so. Regardless, the “borrowers” do not have a legal obligation to repay digital assets when they do not want to or cannot do so, and there is no legal remedy for damaged “lenders” when insufficient incentives or technical problems result in a digital asset shortfall.

DeFi Risk. Thus, the transactions you can effect through the Interface and its decentralized finance systems, while superficially similar to traditional financial transactions in some ways, are in fact very different. DeFi and TradFi each have unique costs and benefits, risks and protection mechanisms. Please bear this fact in mind when interacting with the Interface, and do not use the Interface without a

sufficient understanding of their unique risks and how they differ from traditional financial transactions. The only way to fully understand such risks is to have a strong understanding of the relevant technical systems and the incentive design mechanisms they embody, and it is strongly encouraged that you to review the Interface's technical documentation and code before use.

By accessing and using the Interface, you represent that you 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 NFTs, bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Interface. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Interface. Additional information is accessible at docs.gondi.xyz.

14. Indemnity. You will indemnify and hold the Company and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Interface, (b) your User Content, or (c) your violation of these Terms.

15. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO THE COMPANY FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

16. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the British Virgins Islands Arbitration Act 2013 and the laws of the British Virgin Islands, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 17 “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that you and the Company are not required to arbitrate will be the courts located in the British Virgin Islands, and you and the Company each waive any objection to jurisdiction and venue in such courts.

17. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Interface (collectively, “*Disputes*”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and the Company agree that the British Virgins Islands Arbitration Act 2013 governs the interpretation and enforcement of these Terms, and that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 17(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the “*JAMS Rules*”) then in effect, except as modified by these Terms. The JAMS Rules are available at <https://www.jamsadr.com/>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location, but will be conducted remotely to the extent permitted by the JAMS Rules. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 17(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking

relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 17(f) of these Terms ("***Class Action Waiver***"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

18. General Terms.

(a) Reservation of Rights. The Company and its licensors exclusively own all right, title and interest in and to the Interface, including all associated intellectual property rights. You acknowledge that the Interface are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Interface.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between the Company and you regarding the Interface, and these Terms supersede and replace all prior oral or written understandings or agreements between the Company and you regarding the Interface. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. The Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by the Company under these Terms will be given: (i) via email; or (ii) by posting to the Interface. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. The Company's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of

the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

19. Contact Information. If you have any questions about these Terms or the Interface, please contact us at team@gondi.xyz.