

Mellow

Terms of Service

Last Updated: May 06, 2022

These Mellow Terms of Service (these “**Terms**”) govern your access to and use of the Mellow website available at <https://mellow.finance/> (the “**Website**”) and Mellow Application (app) accessible at <https://app.mellow.finance/> (the “**Mellow App**”, and collectively with the Website, the “**Platform**”). The Platform is provided by G3M Labs S.A., a BVI business company, having its registered address at Intershore Chambers, P.O. Box 4342, Road Town, Tortola, British Virgin Islands VG1110 (“**we**”, “**us**”, “**our**” or “**Operator**”), to be primarily used as a web-based interface to access and use the Protocol, which is an autonomous decentralised smart-contract system, as explained below, in a user-friendly and efficient manner.

By accessing or using the Platform, connecting your Digital Wallet to the Mellow App, or by clicking the button “I accept” or respective check box in connection with or relating to these Terms, you (“**you**”, “**your**”) acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and the Operator. If you do not accept or agree to these Terms, you are not allowed to access or use the Platform, and must immediately discontinue any use thereof.

If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept these Terms and enter into a binding agreement with the Operator on such entity’s behalf, and you accept these Terms both on behalf of such entity and on your own behalf.

Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 24 and 25 contain provisions governing the choice of law, arbitration terms, and class action waiver. Please read and review Sections 17, 18, and 19 carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify the Operator Parties (as defined below), and contain disclaimer of warranties concerning the Platform and related software.

1. INTERPRETATION

In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

“**Affiliate**” means a person controlling, controlled by, or under the same control with the Operator.

“**Communications**” means any letters, notices, messages, demands, requests, or other communications which may be required, permitted, or contemplated hereunder.

“**Digital Wallet**” shall mean a pair of public and private cryptographic keys that can be used to track ownership of, receive or spend digital Virtual Assets. A Digital Wallet usually has a public address associated with it.

“**Dispute**” means any dispute, controversy, claim, suit, action, cause of action, demand, and/or proceeding.

“**Force Majeure**” has the meaning provided in Section 27 of these Terms.

“**LCIA**” means the London Court of International Arbitration.

“**License**” a limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable license (right) to access and use the Platform for its intended purpose on the terms set forth herein.

“**Mellow App**” has the meaning provided in the preamble of these Terms.

“**Open-Source Licenses**” means open-source licenses that generally allow the software, other components and items to be freely used, modified and shared, and licenses that comply with the open-source definition.

“**Operator Parties**” means Operator, its Affiliates, their respective shareholders, directors, officers, employees, agents, advisors, contractors, and assignees.

“**Operator**”, “**we**”, “**us**”, “**our**” has the meaning provided in the preamble of these Terms. For the avoidance of doubt, the term “Operator” implies G3M Labs S.A. as **the operator of the Platform, not the Protocol**.

“**Platform**” means the Website and Mellow App, as defined in the preamble of these Terms, including the software, applications and components related thereto. It is expressly acknowledged that the Platform does not include the Protocol that we neither control nor operate.

“**Prohibited Jurisdiction**” means any of the following jurisdictions: Cuba; Democratic People’s Republic of North Korea; Islamic Republic of Iran; Libya; Republic of Belarus; South Sudan; Darfur (Western Sudan); Syria; the Crimea region; the People’s Republic of China (excluding Hong Kong, Macao, and Taiwan); the United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgins Islands), and any jurisdiction in which the use of the Platform is prohibited by applicable laws or regulations.

“**Prohibited Person**” means any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government or international authority.

“**Protocol**” has the meaning provided in Section 3 hereof.

“**Strategies**” means certain terms of the liquidity provision established within the Protocol, which are established by the Strategists.

“**Strategist**” means a person or group of persons who establish certain Strategies.

“**Terms**” means these Terms of Service, as may be amended from time to time.

“**Third-Party Content**” means any content, information, materials, and items provided by third parties or produced from third-party sources, including (i) the description of, links to or elements of the Third-Party Services, (ii) promotional materials and advertisements, other third-party materials and data, (iii) third-party websites and resources, and links thereto, and (iv) any information produced or derived from third-party sources, including information about the value and price of Virtual Assets, exchange rates between Virtual Assets, blockchain transactions, information about circulating supply, total value locked and other similar data pertaining to any Virtual Assets, not limited to the above.

“**Third-Party Costs**” means any costs, fees, or expenses that are charged by third parties, including, for example, the fees imposed by the Protocol, the Ethereum or other blockchains gas costs, fees related to Third-Party Services, etc.

“**Third-Party Services**” means any software, services, items, and solutions that are not provided by the Operator, such as, for example, software wallets, analytic tools, blockchain smart-contracts (including Third-Party Smart-Contact Systems), as well as third-party mining and yield farming pools and initiatives. The Third-Party Services shall also include the third-party Strategies.

“Third-Party Smart-Contact Systems” means automated market-making (AMM) protocols, decentralised exchange smart-contract systems and other decentralised blockchain applications that are not deployed, managed or operated by the Operator, excluding, for this purpose, the Protocol.

“User-Generated Content” means any information, materials, or content posted, created, or furnished by the users of the Platform or any person other than the Operator, including through the Platform.

“Virtual Assets” means cryptocurrencies and other cryptographic tokens, such as, for example, USD Coin (USDC), Ether (ETH), etc.

“Website” has the meaning provided in the preamble of these Terms.

“you”, “your” means the person who accepts these Terms; if you are acting on behalf of an entity, “your” and “you” shall refer to both you as an individual using the Platform, and the entity on whose behalf you are acting.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to the disadvantage of the Operator because it was responsible for the preparation of these Terms.

2. MODIFICATION

We may modify, supplement or update these Terms from time to time at our sole discretion. If we make changes to these Terms, we will notify you of such changes by providing a notice via the Platform and/or updating the “Last Updated” date at the top of these Terms. Unless otherwise specified in our notice, updated Terms shall be effective immediately, and your continued use of the Platform will confirm the acceptance of such updated Terms. If you do not agree to any amended Terms, you must immediately discontinue any access to or use of the Platform.

3. MELLOW APP

Mellow App is a web-based user interface that enables you to interact with the Mellow protocol, which consists of decentralised autonomous smart-contracts deployed on the Ethereum blockchain and, from time to time, other blockchain networks that allow users to interact with and perform certain transactions in the Third-Party Smart-Contract Systems (the **“Protocol”**). It is further expressly acknowledged that we neither control nor operate the Protocol. For more details concerning the Protocol, please refer to the information and materials available on the Website, including the documents section accessible at <https://docs.mellow.finance/>, which information and materials are provided for the information purposes only, are not binding and do not form a part of these Terms.

The Protocol is deployed on the Ethereum blockchain and it is operated in a decentralised and autonomous manner. The Protocol can be reviewed, verified, used, and accessed by anyone. Accordingly, there might be other interfaces enabling interaction with the Protocol that we neither control nor are affiliated with. You should carefully and thoroughly review and assess the Protocol before you use it, whether through the Mellow App, certain Third-Party Services or by interacting with it directly, and any such use shall be at your own risk. You should always do your own research.

You further acknowledge that we do not control or operate the Protocol, the underlying blockchain networks, and any software through which such networks are formed. Accordingly, in no event shall the Operator be responsible for or held liable in connection with the Protocol, underlying blockchain

networks or software, their operation, functioning, implementation, or use, and you hereby assume and accept any and all related risks, including the risk of possible losses and damages that you may incur in connection with the use thereof.

4. CONNECTING DIGITAL WALLET

When using Mellow App, you may connect your Digital Wallet through one of the compatible third-party software wallets, such as, for illustration purposes only, MetaMask or similar software. Software wallets constitute Third-Party Services and we are not responsible for, do not endorse, shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the software digital wallets used by you with the Mellow App or otherwise. When using third-party software digital wallets, you should review applicable terms and policies that govern your use of such software digital wallets.

We never receive access to or control over your Digital Wallet or Virtual Assets held in such Digital Wallet. Therefore, you are solely responsible for securing your Digital Wallet and credentials thereto (including private key, seed phrase, password, etc.) You may disconnect your Digital Wallet from the Mellow App at any time.

5. ELIGIBILITY

To be eligible to access and use the Platform, you must:

- (i) be able to form a legally binding agreement with the Operator on terms herein set forth;
- (ii) if an individual, be at least 18 (eighteen) years of age, or of such higher age required to enter into a binding agreement with the Operator on the terms set out herein according to the laws of the jurisdiction where you reside;
- (iii) neither be a Prohibited Person nor use the Platform for the benefit of a Prohibited Person;
- (iv) comply with these Terms; and
- (v) use the Mellow App for your business purposes only, and not as a consumer, and you hereby further agree and acknowledge that the Mellow App is available for your commercial use only. You are not allowed to use the Mellow App in your capacity as a consumer.

6. IMPORTANT DISCLAIMERS

You hereby acknowledge and agree that the Operator does not provide any custodial or similar services, custodial solutions, or software, does not act as your agent or representative, and does not control, manage, or custody any of your Virtual Assets.

We neither control nor influence the Strategies or other activities of the Strategists, which are deemed Third-Party Services. The Operator does not endorse any of the Strategies or Strategists' activities and it shall be your responsibility to evaluate the Strategies and respective activities. Any marks or signs on the Strategies (e.g., "verified", "core", etc.) do not constitute the endorsement thereof and we shall not be liable with respect to any of such Strategies.

The Operator shall not be responsible for or held liable in connection with any Strategies or operations carried out by the Strategists, you, any other user, or group of users with the use of the Mellow App or through the Protocol, including any receipt, transfer, use, or storing of Virtual Assets. The Operator does not act as an intermediary in any transaction and shall not be responsible for ensuring that any transaction made through the Mellow App, Protocol, or otherwise on the blockchain is actually

completed or performed. The Operator does not control or influence transactions with Virtual Assets and therefore is unable to cancel, reverse, block, or freeze any transactions conducted by you or any other user, including the Strategists.

Virtual Assets are extremely volatile which means that their value and applicable exchange rates may change dramatically in a very short time depending on various factors and forces. Furthermore, the composition of Virtual Assets supplied to certain Third-Party Services (including Third-Party Smart-Contact Systems), whether through the Protocol or otherwise, may change, their value may go up or down, or drop significantly. We do not facilitate or intermediate your interactions with the Protocol or Third-Party Services, and shall not be responsible for or held liable in connection with any damages or losses that you may incur as a result of or in connection with the change in the composition, value or price of your Virtual Assets.

We are not your broker, fund manager, or any intermediary to any broker or fund manager. Neither the Platform nor the Protocol or anything in these Terms shall be considered as broker and/or fund management services, or any intermediation services thereto.

Neither the Platform nor the Operator provides financial advisory, legal, regulatory, or tax services directly, indirectly, implicitly, or in any other manner, and you should not consider any content contained in these Terms, information or materials provided by us (or on our behalf) to be a substitute for professional financial, legal, regulatory, tax, or other advice.

The Platform, including any information and materials available thereon, is not intended to constitute an offer of securities or Virtual Assets, or a solicitation for investment in or purchase of securities or Virtual Assets in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type. We do not provide any opinion or any advice to purchase, sell, or otherwise transact with Virtual Assets, and nothing communicated by us shall form the basis of, or be relied upon in connection with, any contract or investment decision. Please consult your own legal or financial advisor before making any decision, and always do your own research.

7. WARRANTIES AND REPRESENTATIONS

You represent and warrant to us that:

- (i) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Virtual Assets, Virtual Asset storage facilities, including Digital Wallets, software wallets, distributed ledger technology, blockchain-based software, Third-Party Smart-Contact Systems, etc.;
- (ii) you access and use the Mellow App only for commercial (business) purposes, and you do not access or use the Mellow App as a consumer;
- (iii) any Digital Wallet used by you with or within the Mellow App is either owned by you, or that you are validly authorised to carry out transactions using such Digital Wallet;
- (iv) any funds or Virtual Assets used by you to carry out transactions are from legitimate sources and were lawfully acquired;
- (v) you are not subject to any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is subject to a country-wide or territory-wide sanction imposed by any country or government or international authority;
- (vi) you shall be solely responsible for all and any transactions with Virtual Assets carried out via the Mellow App, and for their consequences and outcomes;

- (vii) you understand and agree that we do not act as your agent or fiduciary, and that we do not control or custody your Virtual Assets or funds in any manner;
- (viii) you understand and agree that we do not control or influence the Strategies or Strategists, including their activities;
- (ix) if you are acting for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established, and in each jurisdiction where it conducts business;
- (x) accessing and/or using the Platform is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject, and your access to and use of the Platform shall be in full compliance with applicable laws;
- (xi) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale, or transfer of Virtual Assets, and any other transactions carried out by you;
- (xii) you understand that purchasing, selling, and holding Virtual Assets carries substantial risk as the prices may change rapidly, and that you should obtain appropriate professional advice before making any decision;
- (xiii) you shall not make any decisions based solely on the information available on or provided through the Platform, data or materials otherwise made available by us, and shall conduct your own substantial research and analysis before making any decision;
- (xiv) your use of information or materials made available on or through the Platform, or otherwise communicated by us, shall be at your own risk, and that nothing contained on the Platform shall be deemed a guarantee or promise that such information is true or correct, or that any transaction carried out by you will be suitable for you;
- (xv) you will carefully evaluate, check and verify any Third-Party Content before you use it or rely upon it in any manner;
- (xvi) all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your use of the Platform.

8. PROHIBITED USE

You agree that you shall not conduct or participate in any of the following activities when accessing or using the Platform, or in connection with such access or use:

- (i) disrupting, interfering with, or inhibiting other users from using the Platform, or carrying out activities that could disable, impair, or harm the functioning of the Platform or servers, or underlying software;
- (ii) posting, uploading, or submitting any content that is illegal, infringing, harmful, offensive, or inappropriate (the final decision on whether the content is appropriate shall be taken by us at our sole discretion);
- (iii) using the Platform or underlying software for any illegal purposes, including, but not limited to, terrorism financing, money laundering or to evade taxes;

- (iv) circumventing or attempting to circumvent any access or functionality restrictions or limitations with respect to the Platform or underlying software, using malware, harmful code or software, undertake hacker or other attacks, take advantage of any technical malfunction, error, delay, or security breach;
- (v) use the Platform or related information for any purpose that is harmful or detrimental to us, Affiliates, the Platform, or the users of the Platform;
- (vi) carrying out activities aimed at manipulating the market or Virtual Assets prices, spoofing, fictitious or wash trading;
- (vii) violating any rights of any third person, including trademark or intellectual property rights;
- (viii) carrying out fraudulent activities, providing any false, inaccurate, or misleading information in order to unlawfully obtain Virtual Assets or property of other users or third persons;
- (ix) copying, reproducing, or cloning the Platform, or duplicating its essential elements, or creating derivative works based on the Platform or its elements without our prior written consent;
- (x) carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.

9. THIRD-PARTY CONTENT

When using the Platform, you may view or interact with the Third-Party Content. Furthermore, the Mellow App displays certain Third-Party Content generated from third-party sources and Third-Party Services such as, for example, oracle information, information about the prices of certain Virtual Assets, exchange rates between different Virtual Assets, blockchain and other transactions, balances, rates, etc.

We do not endorse or make any warranties, whether express or implied, with regard to the Third-Party Content, and shall not be responsible for or held liable in connection with any Third-Party Content. You hereby affirm and acknowledge that your use of or reliance upon Third-Party Content, and your interactions with third parties that are linked to or from the Platform, shall always be at your own risk, and we shall in no event be responsible for or held liable in connection therewith. It is your responsibility to verify the correctness of any such information before you use or rely upon any Third-Party Content. To the maximum extent permitted by the applicable law, in no event shall the Operator be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content.

10. USER-GENERATED CONTENT

You may be allowed to post, create, or furnish User-Generated Content through the Platform. If you post, create, or provide any User-Generated Content, you must ensure that such content at all times is true, accurate, complete, and up to date and that such content does not violate the laws or any rights of third parties. By creating or providing any User-Generated Content you warrant that you own all intellectual property rights in and to such content or otherwise have the right to use the content in such a manner and that such content does not violate any rights of third parties or laws. You shall be solely liable and responsible for your User-Generated Content.

We do not immediately review all User-Generated Content nor do we have such an opportunity. We do not undertake any obligations in respect to the User-Generated Content, e.g., an obligation to review or post such content, or obligations of confidentiality. At all times, we retain the right to remove any User-Generated Content without any prior notice or liability in case we, at our sole discretion, determine

that such content is offensive, unacceptable, may harm us or violate these Terms, any laws or public order.

By creating or furnishing User-Generated Content on or through the Platform, you grant us a non-exclusive, irrevocable, royalty free, perpetual, fully paid up, worldwide license (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, create derivative works based on your User-Generated Content, and the right to assign these rights to third parties in whole or in part.

We may use, reproduce, disclose, make publicly available and otherwise exploit any of your comments, suggestions, recommendations or other feedback provided in connection with or relating to the Platform, our other products and services (regardless of whether such feedback was provided through the Platform or otherwise on the Internet), throughout the world at its sole discretion, without restrictions or any obligations to you.

11. UPDATES AND AVAILABILITY

We may from time to time and without prior notice make certain updates, improvements, or modifications to the Platform, including, but not limited to, updates to the underlying software, infrastructure, security protocols, technical configurations, functionality, financial structure, or service features, and we shall not be in any case held liable with respect to any such updates.

You hereby affirm and acknowledge that occasionally the Platform may be unavailable or its operation may be interrupted, and you accept and assume such risks in full.

12. LICENSE

Subject to your continued compliance with the eligibility requirements set out in Section 5 of these Terms, we hereby grant you the License. The License is subject to other terms and conditions provided in these Terms and will remain effective until terminated as provided herein. Any open-source software, components and items will not be covered by the License granted hereunder, and will be subject to the terms and conditions of the applicable Open-Source Licenses.

The License granted hereunder shall terminate and cease upon the occurrence of any of the following events: (i) these Terms expire or are terminated; (ii) you violate these Terms; (iii) we choose to terminate the License or your access to the Platform at its sole and absolute discretion, with or without reason.

Your access and use of the Platform shall not violate the terms of the License and/or Open-Source Licenses, if and as applicable.

13. PROPRIETARY RIGHTS

The "Mellow", "Mellow Protocol", "Mellow Fi", and "Mellow Finance" names, related logos and trademarks, our URLs, domain names, design elements of the Platform, other names of our services and products belong to us, Affiliates, and/or applicable licensors. Subject to the terms of the License granted hereunder, neither your use of the Platform nor anything contained in these Terms or materials made available on the Platform gives you any rights, title or interest in or to the Platform, the content available thereon, or our intellectual property. You may not obscure, remove or alter any marks or notices displayed on the Platform. Any rights not expressly granted to you under the License and/or applicable Open-Source Licenses are reserved by us, respective Affiliates, and/or respective rights holders as the case may be.

Certain components used in the Platform may be distributed under Open-Source Licenses, the terms of which shall be made available to you, and you agree to abide by and comply with the terms of such Open-Source Licenses, if applicable. Subject to the foregoing sentence, the Platform, including its

elements and components, may not be copied, reproduced or imitated, in whole or in part, without our prior written permission.

14. AVAILABILITY AND ACCESS

Generally, we are not going to terminate access to the Platform for any eligible person, the Platform is public and generally can be accessed without login or registration. At the same time, the availability and functionality of the Platform depend on various factors. We do not warrant or guarantee that the Platform will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access, bug-, virus-, or error-free.

The Platform may be inaccessible or inoperable from time to time for any reason, including, for example, equipment malfunctions, maintenance procedures or repairs, updates, force majeure circumstances, disruptions, sophisticated hacker or malware attacks, and temporary or permanent unavailability of the Protocol or its underlying blockchain infrastructure, and/or unavailability of respective Third-Party Services or services of external partners. Accordingly, the access to or use of the Platform may be prevented or limited without notice.

We may, at our sole and absolute discretion, at any time and without prior notice and liability terminate or discontinue the Platform or any of its components.

15. RESTRICTION OF ACCESS

We may, at our sole and absolute discretion, limit, suspend or restrict access to the Platform or any of its components for persons who reside or are located in specific jurisdictions or territories, including in accordance with its internal risk management policies or due to legal uncertainty. You hereby agree that we may install and utilise certain software, solutions and/or tools (for example, geo-blocking solutions) that allow for identifying users from certain restricted jurisdictions, or those who have violated these Terms or the law, and restrict their access to and use of the Platform.

We may further restrict or suspend your access to and/or use of the Platform or any of its components, as well as any products or services provided by us with immediate effect and without notification if we, acting at our sole discretion, determine that (i) you have violated or are likely to violate these Terms, applicable laws or regulations, or (ii) you or your actions create possible legal exposure for us.

16. NO ADVICE

No part of the information or content available on the Platform or otherwise communicated by us or on its behalf should be considered to be business, legal, financial, investment, or tax advice, or advice of a broker regarding any matters to which all or any part of such information relates. You should consult your own legal, financial, tax, or other professional advisor regarding this information. We shall not be responsible for the accuracy of the information and materials contained on or provided through the Platform, therefore any use of such information and materials is at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising from such use.

17. LIMITATION OF LIABILITY

To the maximum extent permitted under the applicable law, in no event shall:

- (i) the Operator or Operator Parties be liable or responsible for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with these Terms or their violation, the use or inability to use the Platform or Protocol, and/or the failure of the Platform or Protocol to perform as represented or expected, whether based upon breach of warranty

or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether the Operator or any of the Operator Parties have been advised of the possibility of such damages;

- (ii) Operator's officers, directors, employees, consultants and shareholders be held personally liable in connection with these Terms or their violation, or the use or inability to use the Platform or Protocol, provided that this item "(ii)" shall not limit the liability of the Operator as an entity;
- (iii) the Operator or Operator Parties be liable for any damages or losses arising in connection with trojan horses, third-party hostile interferences, hacker attacks, phishing attacks, malware attacks, regardless of whether (a) such attacks targeted you, other users, the Operator, the Protocol, or the Platform, and (b) the Operator managed to take timely or effective measures against such attacks;
- (iv) the Operator or Operator Parties be responsible for or held liable in connection with inaccuracy or incompleteness of any content or information, whether provided through the Platform or communicated otherwise, or third persons' conduct;
- (v) the Operator or Operator Parties be responsible for or liable in connection with the Protocol, its underlying software and blockchain networks, their operation or use;
- (vi) the Operator or Operator Parties be responsible for or held liable in connection with any Third-Party Content, Third-Party Services, or acts or omissions of any third parties, which explicitly includes the Strategies and activities of the Strategists;
- (vii) the aggregate liability of the Operator or Operator Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, interaction with, use or inability to use the Platform and/or Protocol exceed US \$10,000 (ten thousand U.S. dollars).

You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above in this Section 17 from us, Operator Parties and/or respective persons specified above. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law. These Terms do not limit the liability for intentional misconduct, gross negligence, or fraud.

You hereby expressly waive and release the Operator and Operator Parties from all and any liability, damages, losses, claims, or causes of action that arise from or relate to the matters listed in items (i) - (vi) of this Section 17 above and transactions carried out by you with the use of the Platform or through the Protocol. To the maximum extent permitted under the applicable law, you further waive any and all protections and benefits granted to you under the applicable law that limit or impair the release and waiver contained in the foregoing sentence, including due to the fact that you do not know or suspect to exist in your favour at the time of executing the release.

18. INDEMNIFICATION

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Operator and Operator Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations or warranties, (ii) your access to or use of the Platform, and (iii) exercising, enforcing or preserving our rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms.

We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 18. The indemnity set out in this Section 18 is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law.

19. NO WARRANTIES AND REPRESENTATIONS

The Platform is provided on an “as is” and “as available” basis, and any access to and use of the Platform or Protocol will always be at your own risk. We make no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the Platform or Protocol, all of which are expressly disclaimed.

We do not warrant, whether expressly or impliedly, and expressly disclaims any warranty and/or representation that:

- (i) the Platform or Protocol will work as expected, or that any information provided through the Platform or otherwise communicated in connection with the Platform and its operation, including information displayed in the Mellow App, will be timely, accurate, reliable, complete, true or correct;
- (ii) the Platform or Protocol will be secure, error-free or available at any particular time or place, or will continue working, operating or functioning for any period of time;
- (iii) any defects, flaws, bugs or errors in the Platform or Protocol will be corrected; and
- (iv) the Platform or Protocol will be free of viruses, bugs, trojan horses, malfunctions, or other harmful components, or properly protected from hacker, malware or other attacks, or third-party hostile interferences.

20. WAIVER OF FIDUCIARY DUTIES

These Terms, the Platform, any other service or product provided by us are not intended to create or impose any fiduciary duty on us with respect to you. Notwithstanding anything to the contrary contained in these Terms or applicable provisions of law or equity, and to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the law.

21. ASSOCIATED COSTS

The Platform is currently free to use, but we reserve the right to charge fees for the access to and use of the Platform. However, when you conduct transactions through the Platform certain Third-Party Costs may arise. We will make commercially reasonable efforts to display to you the Third-Party Costs associated with your transactions (which are known to us) in the Mellow App; however, you shall not rely on such information and you shall at all times independently verify the Third-Party Costs applicable to your transactions. You shall bear all such Third-Party Costs associated with transactions that you carry out through the Platform. We are not responsible for the Third-Party Costs and shall not be in any way liable in connection therewith.

22. TRANSACTIONS

Transactions carried out with the use of the Platform on the blockchain are irreversible and final. You may not claim refunds or cancel transactions once they are processed by the blockchain network. You are solely responsible for any transactions carried out with the use of the Platform, including on the

blockchain, and you will carefully appraise and assess the risks involved in every such transaction before it is made. Furthermore, you hereby acknowledge that Virtual Assets are highly volatile due to multiple factors including but not limited to speculation, lack of regulation, regulatory, security risks, other factors and circumstances. The price of a Virtual Asset may change dramatically and rapidly, and certain Virtual Assets may lose their value entirely; you shall not hold the Operator or Operator Parties responsible for or liable in connection with the foregoing and hereby assume all such risks. You shall solely make all decisions with regard to your transactions, and shall be solely responsible for their consequences, including possible losses and damages.

23. RISK DISCLOSURE STATEMENT

By accepting these Terms, you hereby expressly acknowledge, accept, and assume the information and risks set out in our Risk Disclosure Statement available at <https://mellow.finance/Mellow-Risks-Disclosure-Statement.pdf>. You hereby acknowledge, accept, and assume the information and risks set out in the Risk Disclosure Statement and represent that neither the Operator nor the Operator Parties shall be held liable or responsible for any damages or losses arising from or in connection with such information or risks.

24. APPLICABLE LAW

These Terms, as well as any and all relationship between you and us relating to the Platform and any matters contemplated herein, shall be governed by, construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

25. DISPUTES RESOLUTION

Except for any Disputes in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Operator hereby agree to settle and finally resolve any Dispute arising out of or in connection with the Platform, these Terms and any matters contemplated herein in binding arbitration and in accordance with this Section 25. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

For any Dispute that you have against us or relating to the Platform, these Terms or any matters contemplated herein, you shall first contact us and attempt to resolve the Dispute informally by sending a notice to us by email at legal@mellow.finance. The notice must include your name, address and email, and such other information necessary to identify you or assess your inquiry, describe the nature and basis of the Dispute and set forth the specific relief sought. If the Operator and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such notice is received, then either party may submit the dispute to binding arbitration administered by the LCIA, in accordance with the terms set forth below.

Any Disputes arising out of or in connection with the Platform, these Terms or any matters contemplated herein, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration rules, which rules are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. You will not and hereby waive your rights to object to the arbitration prescribed herein.

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, the Operator, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented

for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

Any Dispute arising out of or related to these Terms is personal to you and the Operator and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding in any circumstances. There will be no class or other type of representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

To the maximum extent permitted under the applicable law, you and the Operator waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.

To the maximum extent permitted under the applicable law, you and the Operator hereby agree that any claim arising out of or related to the Platform, these Terms or any matters contemplated herein shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor the Operator will have the right to assert such claim.

26. COMMUNICATION

You agree and consent to receive electronically all Communications that we provide in connection with these Terms and any matters contemplated herein. You agree that we may provide Communications to you by posting them on the Platform, on our Medium blog and Discord channel the links to which will be made available on the Website. If you provide us your email address, we may (but will not be obliged to) send Communications to you by email.

It is your responsibility to regularly monitor the above communication channels for updates. All Communications given in accordance with this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published or transmitted, as the case may be.

You may electronically communicate with us by sending Communications to the following email address: legal@mellow.finance. We may require you to provide additional data or documents that will allow us to identify you and properly assess your inquiry.

27. FORCE MAJEURE

We shall not be held liable or responsible for any non-performance or undue performance of its obligations hereunder if such non-performance or undue performance results from or is caused, directly or indirectly, by the Force Majeure circumstances. Force majeure circumstances (the “**Force Majeure**”) include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) epidemic, pandemic, insurrection, riot, labour dispute, accident, (iv) sanctions, government actions, embargoes, (v) injunctions, cease and desist orders, restraining or similar orders, other actions of a court, governmental or other authorities, (vi) weaknesses, vulnerabilities and bugs in the software, blockchain networks, smart-contracts, other technologies used in connection with the Platform, 51% attacks or similar attacks on Virtual Assets’ underlying blockchain networks; (vii) theft of Virtual Assets, including from the smart-contracts or accounts with digital asset (cryptocurrency) exchanges, loss or theft of Virtual Assets as a result of an attack, including hacker, malware, or other attack, or third-party hostile interference; (viii) actions, failures to act or inactions of Third-Party Service providers or other third parties, including fraud or theft of funds by controlled by such third parties (including so-called “exit-scam”), (ix) system interference and/or destruction by any malicious programs, (x) power failure, equipment or software malfunction or error, (xi) other circumstances beyond our control interfering the performance hereof.

28. NO WAIVER

No failure or delay by us to exercise any right or remedy provided under these Terms or law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

29. ENTIRE AGREEMENT

These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and the Operator concerning the matters contemplated herein and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and the Operator regarding the subject matters hereof. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.

30. PERSONAL DATA

Please learn more about how we process your personal data in our Privacy Notice available at <https://mellow.finance/Mellow-Privacy-Notice.pdf>.

31. SURVIVAL

Sections 17-20, 24-26, 28, 31-34 of these Terms and provisions hereof constructed to survive the termination of these Terms shall survive any expiration or termination of these Terms, regardless of reason.

32. LANGUAGE

Currently, only the English version of these Terms and any Communications is considered official. The English version shall prevail in case of differences in translation of any materials, information, documents, Communications or other content.

33. ASSIGNABILITY

Neither we nor you may assign or transfer any rights or obligations under these Terms without the other party's prior written notice, provided, however, that we may assign and transfer these Terms, all and any rights and obligations hereunder to an Affiliate or successor, or in connection with the redomiciliation to another jurisdiction, without your consent or approval, or any prior notice.

34. VALIDITY AND ENFORCEABILITY

The invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

[END OF DOCUMENT.]
