

TERMS OF USE

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1. GENERAL

1. **Safely** is a non-custodial wallet published by Tread Safely Inc ("**Safely**", "**we**", "**us**", or "**our**"), a company registered in accordance with the laws of Delaware under company file no. 10631521, having its address at 8 The Green # 21969, Dover, DE 19901, USA. These Terms govern the use of <https://safely.app/> (the "**Website**") and constitute a legally binding agreement between us and you and/or the entity you represent ("**you**", "**your**" or "**user**").

1.2. Please read these Terms of use ("**Terms**") carefully before using Safely application (the "**Application**") or Website. By using our Website and Application, you confirm that you have read and understood these Terms and give your express consent to be bound by the terms and conditions stated herein and consent to the collection, use, disclosure and other handling of information as described in our privacy policy, available at <https://safely.app/privacy-policy> (the "**Privacy Policy**"). The Privacy Policy is incorporated herein by this reference in its entirety, and all references herein to the "**Terms**", include a reference to the Privacy Policy. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST IMMEDIATELY CEASE USING THE WEBSITE AND/OR THE APPLICATION.

1.3. We make our Terms available in our Application in its most recent version. We reserve the right, in our sole discretion, to make changes or modifications to these Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change. Every time you wish to use our Website and/or Application, please check these terms to ensure you understand the terms that apply at that time. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Website and/or Application after the date such revised Terms are posted.

1.4. You represent to us that you are not a Restricted Person.

1.5. As a condition to using the Application and/or the Website, you agree not to use the Application and/or the Website in any manner that:

i) is inconsistent with these Terms or that infringes, violates or misappropriates the rights of Safely, its licensors, users, or others, including privacy, publicity, intellectual property, or other rights of any third party;

ii) disguises your location through IP proxying or other methods; or

iii) violates any applicable law or regulation, including, without limitation, Sanctions.

2. APPLICATION

2.1. The Application is a self-hosted, non-custodial wallet designed to make transactions within a decentralized computer network(s) consisting of a layer-1 blockchain with various components. The Application is a software that provides the following functionality within blockchain:

i) generates public wallet addresses and encrypted private keys that you may use to send and receive digital assets;

ii) allows end users to interact with third-party service providers (the **Third-Party Providers**) to sell and purchase digital assets. PLEASE NOTE, we do not provide digital assets sale and purchase services;

iii) allows users to interact with Third-Party Providers to exchange digital assets. PLEASE NOTE, we do not provide digital assets exchange services; and

iv) allows users to interact with other Third-Party Providers.

2.2. The Website and/or Application do not store your private keys, backup phrases or backup of any data, or passwords on its servers. IT IS ESSENTIAL THAT YOU KEEP YOUR PRIVATE KEYS, BACKUP PHRASES, OR PASSWORDS PRIVATE AND SECURE. WE STRONGLY RECOMMEND THAT YOU WRITE DOWN YOUR BACKUP PHRASE AND STORE IT OFFLINE IN A SAFE PLACE THAT IS ACCESSIBLE ONLY TO YOU. IF YOU LOSE YOUR PRIVATE KEYS, BACKUP

PHRASES OR PASSWORDS, WE WILL NOT BE ABLE TO RECOVER THEM FOR YOU, AND YOU WILL PERMANENTLY LOSE ACCESS TO YOUR DIGITAL ASSETS STORED WITHIN THE RESPECTIVE BLOCKCHAIN.

2.3. Bitcoin blockchain and other blockchains only hold transaction records of the transactions you make by means of the Application. In order to be completed, all proposed transactions must be confirmed and recorded within the respective blockchain .

2.4. Each blockchain is a decentralized, peer-to-peer network supported by independent third parties. We do not own, control, or operate Bitcoin or other blockchains. Therefore, we cannot guarantee that all of digital assets transactions you make by means available on Bitcoin or other blockchains, including but not limited to any payments using NFT technology or payment cards, will be completed in due course.

2.5. You have to inquire about any blockchain fees (e.g., validation or mining fees) associated with your digital assets transactions from the respective blockchain directly. We will not be responsible for any losses incurred due to the amount of transaction fees (gas fees) you spend (even if expected and/or former prices are lower than actual price).

2.6. Transaction fees may vary depending on the services provided by Third-Party Providers. These services may include:

i) processing payments you make to purchase or sell digital assets using your bank card and/or your accounts with supported payment service providers;

ii) facilitating the exchange of digital assets;

iii) enabling settlements using digital assets; and/or

iv) providing other services to you.

Any dealings that you have with a Third-Party Provider are solely between you and such provider. The services of Third-Party Providers may be subject to their own terms of service, disclaimers, risk warnings and privacy policies, which may differ from ours. You may be subject to the AML/KYC checks in accordance with the regulations applicable to such providers. It is your responsibility to understand and accept the terms and conditions of

Third-Party Providers, including how they handle of your data. By engaging in any of the activities described in this Clause 2.2.6 (i) to (iv) above, you acknowledge and agree to be bound by the terms of service of the relevant Third-Party Providers.

We do not control, endorse, or assume responsibility for any Third-Party Provider or their services. We make no representations or warranties regarding the accuracy, reliability, or legality of their services. You access and use third-party services at your own risk. We shall not be liable for any damages, failure of performance, interruption, delays, or losses, whether actual or alleged, arising from or in connection with your use of or reliance on any such Third-Party Provider.

Any data displayed via the Application or Website, including financial and location-based information, is provided for general informational purposes only and is not guaranteed by us or our Affiliates. Third-Party Providers may not be available in all languages, regions or jurisdictions, and may not be appropriate or permitted for use in your location. You are solely responsible for ensuring that your use of third-party services complies with all applicable laws and regulations. We reserve the right to change, suspend, remove, disable or impose access restrictions or limits on any service of a Third-Party Provider at any time, without prior notice or liability to you.

3. REGISTRATION AND USER ACCOUNT

3.1. To use the Application, it will be necessary for you to register an account. We do not collect, store and/or process any personal information

3.2. During your first use of the Application, it will generate a public key and a secret recovery phrase for you.

You must handle your secret recovery phrase being the sequence of twenty-four words in accordance with Clauses 2.2 and 4.7. You acknowledge that we will have no responsibility if any password or secret recovery phrase is shared by you with a third-party. You acknowledge that certain methods of securing your secret recovery phrase, such as storing it as a digital file anywhere, including on your personal device or on a cloud storage provider, increase the risk that your account or secret recovery phrase will be compromised. For the avoidance of doubt, we will not be responsible for any theft of a secret recovery phrase that involved intrusion into a cloud provider's data repository as a result of your direct or indirect actions.

3.3. You also represent that your account is personal to you and agree not to provide any other person or entity with your user credentials, which make it possible for any third party to access to your account. You shall promptly inform us of any unauthorized use of your login information or any other security breach. You assume full liability for your own and related third-party activities occurring under your account.

3.4. In the event that you create an account on behalf of an entity, these Terms shall apply to both you and the respective entity, its directors, employees and advisors.

4. ACCESS AND USE OF THE APPLICATION

4.1. You acknowledge that all the rights in and to the Application and to the Website and any content displayed thereon (including but not limited to all information, source code, software, databases, video and audio interfaces, graphics, copyright, patent, trademarks, logos, designs, text, compilations and all other elements of the Website, the system or the services) (the "IP") are owned by us or licensed to us and are protected by intellectual property laws and other laws protecting proprietary rights.

4.2. Except as expressly stated herein, these Terms do not grant you any ownership right to, or in, our IP in respect of the Website and/or the Application.

4.3. Subject to your compliance with the Terms, we grant you a non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Website and/or Application on devices you own or control, unless otherwise agreed with Safely in writing.

4.4. **Your Use.** You will ensure that your use of the Application and the Website does not violate any applicable law and/or any rights any third party may have (including intellectual property rights, rights to personal data etc.). You are solely responsible for your use of the Application and the Website.

4.5. **Acceptable Use.** By accessing and using the Website and/or Application you agree to abstain from using our Website and/or the Application to:

i) sub-license, sell, rent, lease, transfer, assign, download, display, reproduce, distribute, or otherwise commercially exploit the Website and/or Application;

ii) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website and/or Application and/or remove or destroy any copyright notices or other proprietary markings contained in the Website and/or Application;

iii) access the Website and/or Application in order to build a similar or competitive software or business;

iv) retrieve data or other content from the Website and/or the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;

v) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords and/or secret recovery phrases; and

vi) circumvent, disable, or otherwise interfere with security-related features of our Website and/or our Application, including features that prevent or restrict the use or copying of any information or enforce limitations on the use of the Website and/or the Application contained therein.

4.6. Your Security. Because the Application is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you promptly update and/or upgrade the Application and your anti-virus software and otherwise protect the device on which the Application is installed against malware.

We are not responsible for any loss or damages resulting from your failure:

i) to keep the device on which the Application is installed safe and free of any malware, and

ii) to comply with the Clauses 2.2 and 3.3.

4.7. Third Party Services and Content. When using the Application, you may view content or services provided by third parties, including links to web pages and services of such parties (the "**Third-Party Content**"). In each such case, you agree that you view, access or use such

Third-Party Content and services at your own election. We do not control, endorse or adopt any Third-Party Content and have no responsibility for the Third-Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. We will not be liable in the event any Third-Party Content includes malware and/or is capable of inflicting damage on your and/or third-party hardware and/or software and/or any other property you and/or a third party may own. In addition, your dealings or correspondence with any such third parties are solely between you and the third party. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and your use of Third-Party Content is at your own risk.

4.8. Your Funds. We do not have custody over any of your funds stored within Bitcoin or any other Blockchain. We are not authorized to hold client funds, nor have we access to your private key and/or public key and/or secret recovery phrase.

4.9. User Content. You own your user content. By posting, displaying, sharing or distributing user content on or through the Website and/or Application, you grant us license to use the user content solely for the purpose of operating the Website and/or Application.

4.10. Trademarks. Except as expressly provided in these Terms, no part of the Website and/or Application may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including 'mirroring') to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent.

4.11. Fees and Taxes. The Application and/or the Website may be subject to a subscription plan (the "**Subscription Plan**"). We offer both monthly and annual subscription options. Payment will be charged to your credit/debit card after you select a subscription and confirm your purchase, unless a different payment method is specified on the Application or the Website. Paid subscriptions automatically renew, unless auto-renew is turned off. You will be charged no more than 24 hours prior to the start of the next billing cycle. We will notify you in advance if the subscription price increases.

If you make any changes to your Subscription Plan during a billing period (for example, by upgrading or downgrading your Subscription Plan), we may apply any additional charges or credits to the next billing period.

All amounts payable by you under these Terms will be paid to us without set-off, counterclaim, deduction or withholding, unless required by law. We may increase or introduce new fees and charges for your existing Subscription Plan by providing you with at least 30 days' notice via the Application or Website using commercially reasonable efforts. If you do not agree to these changes, you should stop using the Application before the new fees take effect.

All fees are exclusive of applicable taxes unless otherwise stated. We reserve the right to withhold taxes where required by applicable law. In all other cases, you are solely responsible for any taxes or fees associated with your use of the Application or Website. You must collect, report, and pay the appropriate taxes to the relevant authorities, if applicable. Tax obligations vary by jurisdiction and may be subject to differing interpretations. We recommend that you seek independent tax advice based on your personal circumstances and residency.

4.12. Risk Warning. Trading and investing in cryptocurrency involves a substantial risk of loss. You should ensure that you understand the nature, complexity, and risks inherent in cryptocurrency trading before engaging in any such activity. You should not purchase any digital assets unless you are fully aware of the extent of your potential exposure to loss. Please make sure you are not risking funds you cannot afford to lose. We make no guarantees regarding the performance or value of any digital asset. In no event shall we be liable for any loss or damage of any kind incurred as a result of the use of the Website and/or Application.

4.13. Support. You may seek or receive technical or product support, information, advice, or guidance from us regarding the Application or the Website. While such support is believed to be reliable, we make no warranties, express or implied, as to its accuracy, completeness, or the outcomes that may result from relying on it. Support is being provided for informational purposes only. By accepting support, you confirm that you have the necessary knowledge and experience to evaluate and use the services available via the Application or the Website, and that you do so at your own risk and discretion. Except in cases of gross negligence, you agree to hold us harmless from any injury or loss resulting from the support you receive. You acknowledge that customer support efforts may be impersonated by malicious third parties. We are not responsible for any harm caused by such impersonators. We will never ask you for your private key, secret recovery phrase, or to make any payment to us as part of a support interaction.

5. DISCONTINUANCE OF SERVICES

5.1. We may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our services. You are solely responsible for storing any information outside of the Application, a backup of any wallet address and private key pair that you maintain in your wallet. Maintaining an external backup of any wallet address and private key pairs associated with your wallet will allow you to access Bitcoin and other blockchains upon which your wallet is secured. Such a backup will allow you to fully restore your wallet at any time. If you do not maintain a backup of your wallet data outside of the Website and/or Application, you may fail to be able to access digital assets associated with your wallet. We will not be liable for any loss or reduction in value of your digital assets in the event that we discontinue or depreciate our services.

6.2. If you are on a Subscription Plan, we will use commercially reasonable efforts to communicate to you any discontinuation of any services at least 30 days in advance of such discontinuation, and we will use commercially reasonable efforts to continue supporting such services for up to three months after the discontinuation, except if doing so (a) would pose an information security or intellectual property issue, (b) is economically or technically burdensome, or (c) would create undue risk of us violating the law.

6. SUSPENSION OF SERVICES

We may suspend your right to use the Website and/or the Application immediately if we determine that your use of the Website or Application violated these Terms, including, but not limited to, your payment obligations or license and acceptable use obligations.

If we suspend your right to access or use the Website and/or the Application you remain responsible for all fees and charges you incur during the period of suspension.

7. TERM AND TERMINATION

7.1. These Terms shall be effective since the date, when you start using the Website and/or Application, until the date of termination in accordance with Clause 6 or this Clause 7.

7.2. You may terminate these Terms for any reason by ceasing use of the Website and/or Application.

7.3. Either party (you or we) may terminate these Terms for cause if the other party is in material breach hereof and such material breach remains uncured for a period of 30 days from receipt of the other party's notice of breach.

7.4. We may also terminate these Terms for cause immediately:

i) if we suspend your use of the Website and/or the Application in accordance with Clauses 5 and 6;

ii) if our relationship with a third-party partner who provides software or other technology we use within our Website and/or Application expires, terminates, or requires us to change the way we provide the software or other technology as part of the Website and/or Application; or

iii) in order to avoid any risk of violating the relevant laws and regulations applicable to us.

7.5. Upon the termination of these Terms:

i) all your rights under these Terms will terminate; and

ii) each party remains responsible for all fees and charges it has incurred through the termination and is responsible for any fees and charges it incurs during the post-termination period.

8. INDEMNIFICATION

You agree to indemnify and hold Safely, its Affiliates and licensors and their respective shareholders, officers, directors, agents, servants, counsel, employees, consultants, lawyers and other representatives harmless from any losses, costs, liabilities and expenses (including reasonable attorneys's fees) relating to or arising out of:

i) your use of, or inability to use the Application or the Website;

ii) your violation of these Terms or the warranties and representations given by you under these Terms;

iii) your violation of any third-party rights while using the Application or the Website;

iv) your violation of any applicable laws, rules or regulations in relation to the use of the Website and/or Application.

9. DISCLAIMER

9.1. NO WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION AND THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND/OR APPLICATION ARE PROVIDED "AS IS".

EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS:

I) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE WEBSITE AND/OR APPLICATION, THE THIRD-PARTY CONTENT, OR THE THIRD-PARTY PROVIDERS' SERVICES, AND

II) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE WEBSITE AND/OR APPLICATION, THIRD-PARTY CONTENT, OR THIRD-PARTY SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND

(IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED AND ARE NOT RELYING UPON ANY REPRESENTATION OR WARRANTY FROM US THAT IS NOT OTHERWISE IN THESE TERMS, AND YOU AGREE YOU WILL NOT TAKE A POSITION IN ANY PROCEEDING THAT IS INCONSISTENT WITH THIS PROVISION.

9.2. OUR WEBSITE AND/OR APPLICATION RELY ON BITCOIN THAT IS AN EMERGING TECHNOLOGY. YOUR USE THE APPLICATION IS SUBJECT TO INCREASED RISK THROUGH YOUR POTENTIAL MISUSE OF THINGS SUCH AS PUBLIC/PRIVATE KEY CRYPTOGRAPHY, OR FAILING TO PROPERLY UPDATE OR RUN SOFTWARE TO ACCOMMODATE PROTOCOL UPGRADES.

BY USING THE WEBSITE AND/OR APPLICATION YOU EXPLICITLY ACKNOWLEDGE AND ACCEPT THESE HEIGHTENED RISKS. YOU REPRESENT THAT YOU ARE FINANCIALLY AND TECHNICALLY SOPHISTICATED ENOUGH TO UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS AND UPGRADING YOUR SOFTWARE AND PROCESSES TO ACCOMMODATE APPLICATION AND PROTOCOL UPGRADES, AND THAT YOU HAVE A WORKING KNOWLEDGE OF THE USAGE AND INTRICACIES OF DIGITAL ASSETS. IN PARTICULAR, YOU UNDERSTAND THAT WE DO NOT OPERATE BITCOIN OR ANY OTHER BLOCKCHAIN PROTOCOL, COMMUNICATE OR EXECUTE PROTOCOL UPGRADES, OR APPROVE OR PROCESS BLOCKCHAIN TRANSACTIONS ON BEHALF OF YOU.

YOU FURTHER UNDERSTAND THAT BLOCKCHAIN PROTOCOLS PRESENT THEIR OWN RISKS OF USE, THAT SUPPORTING OR PARTICIPATING IN THE PROTOCOL MAY RESULT IN LOSSES IF YOUR PARTICIPATION VIOLATES CERTAIN PROTOCOL RULES, THAT BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE, THAT YOUR PRIVATE KEY AND SECRET RECOVERY PHRASE MUST BE KEPT SECRET AT ALL TIMES, THAT WE WILL NOT STORE A BACKUP OF, NOR WILL BE ABLE TO DISCOVER OR RECOVER, YOUR PRIVATE KEY OR SECRET RECOVERY PHRASE, THAT DIGITALLY COPYING AND STORING YOUR SECRET RECOVERY PHRASE ON A CLOUD STORAGE SYSTEM OR OTHER THIRD PARTY SUPPORTED DATA STORAGE, INCLUDING YOUR PERSONAL DEVICE, MAY INCREASE THE RISK OF LOSS OR THEFT, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY APPROVALS OR PERMISSIONS YOU PROVIDE BY CRYPTOGRAPHICALLY SIGNING BLOCKCHAIN MESSAGES OR TRANSACTIONS, ESPECIALLY THOSE RESPONDING TO SOLICITATIONS AND OTHER PROMPTS FROM THIRD PARTIES.

9.3. YOU FURTHER UNDERSTAND AND ACCEPT THAT DIGITAL ASSETS PRESENT MARKET VOLATILITY RISK, TECHNICAL SOFTWARE RISKS, REGULATORY RISKS, AND CYBERSECURITY RISKS. YOU UNDERSTAND THAT THE COST AND SPEED OF A BLOCKCHAIN-BASED SYSTEM IS VARIABLE, THAT COST MAY INCREASE DRAMATICALLY AT ANY TIME, AND THAT COST AND SPEED IS NOT WITHIN OUR CAPABILITY TO CONTROL. YOU UNDERSTAND THAT PROTOCOL UPGRADES MAY INADVERTENTLY CONTAIN BUGS, VIRUSES OR SECURITY VULNERABILITIES THAT MAY RESULT IN LOSS OF FUNCTIONALITY AND ULTIMATELY FUNDS.

9.4. YOU AGREE THAT YOU ALONE, AND NOT US, ARE RESPONSIBLE FOR ANY TRANSACTIONS THAT YOU ENGAGE IN WITH REGARD TO SUPPORTING ANY BLOCKCHAIN PROTOCOL WHETHER THROUGH TRANSACTION VALIDATION OR OTHERWISE, OR ANY TRANSACTIONS THAT YOU ENGAGE IN WITH ANY THIRD-PARTY-DEVELOPED SMART CONTRACT OR TOKEN, INCLUDING TOKENS THAT WERE CREATED BY A THIRD PARTY FOR THE PURPOSE OF FRAUDULENTLY MISREPRESENTING AFFILIATION WITH ANY BLOCKCHAIN PROJECT. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR THE REGULATORY STATUS OR TREATMENT IN ANY JURISDICTION OF ANY DIGITAL ASSETS THAT YOU MAY ACCESS OR TRANSACT WITH USING OUR APPLICATION. YOU EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE APPLICATION TO INTERACT WITH BLOCKCHAIN PROTOCOLS.

9.5. YOU UNDERSTAND THAT ANYONE CAN CREATE A TOKEN, INCLUDING FAKE VERSIONS OF EXISTING TOKENS AND TOKENS THAT FALSELY CLAIM TO REPRESENT PROJECTS, AND YOU ACKNOWLEDGE AND ACCEPT THE RISK THAT YOU MAY MISTAKENLY TRADE SUCH TOKENS OR OTHERS. YOU FURTHER ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH RISKS OR VARIABLES AND CANNOT BE HELD LIABLE FOR ANY LOSSES YOU MAY INCUR WHILE ACCESSING OR USING THE WEBSITE OR THE APPLICATION.

9.6. **NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES.** ALL INFORMATION PROVIDED THROUGH YOUR ACCESS AND USE OF THE WEBSITE AND THE APPLICATION IS FOR GENERAL INFORMATION AND SHOULD NOT AND MAY NOT BE CONSTRUED AS LEGAL, FINANCIAL, INVESTMENT OR OTHER PROFESSIONAL ADVICE. YOU SHOULD NOT TAKE NOR REFRAIN FROM TAKING, ANY ACTION BASED ON ANY INFORMATION ON THE WEBSITE OR

THE APPLICATION, OR ANY OTHER INFORMATION WE MAKE AVAILABLE AT ANY TIME, INCLUDING, WITHOUT LIMITATION, BLOG POSTS, ARTICLES, LINKS TO THIRD-PARTY CONTENT, DISCORD OR TELEGRAM CONTENT, NEWS FEEDS, TUTORIALS, TWEETS OR VIDEOS. BEFORE YOU MAKE ANY FINANCIAL, LEGAL, TRADING, OR OTHER DECISIONS INVOLVING THE WEBSITE OR THE APPLICATION OR USE THEREOF, YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE FROM AN INDIVIDUAL WHO IS LICENSED AND QUALIFIED IN THE AREA FOR WHICH SUCH ADVICE WOULD BE APPROPRIATE. THE TERMS ARE NOT INTENDED TO, AND DO NOT, CREATE OR IMPOSE ANY FIDUCIARY DUTIES ON US. YOU AGREE THAT OUR SOLE DUTIES AND OBLIGATIONS ARE THOSE EXPRESSLY SET FORTH IN THESE TERMS, INCLUDING THE PRIVACY POLICY.

10. LIMITATION OF LIABILITY

10.1 To the fullest extent permitted by applicable law, in no event will we or any of our Affiliates, licensors, shareholders, officers, directors, agents, servants, counsel, employees, consultants, lawyers, and other representatives authorized to act, acting, or purporting to act on our behalf be liable to you under contract, tort, strict liability, negligence, or any other legal or equitable theory, for:

a) any lost profits, data loss, cost of procurement of substitute services, or direct, indirect, incidental, special, punitive, compensatory, or consequential damages, business interruption or any other commercial damages or losses, arising out of or related to your use of or inability to use the Application or the Website, of any kind whatsoever, resulting from: (i) your use of, or conduct in connection with, the Application or the Website; (ii) any unauthorized use of your wallet address and/or private key due to your failure to maintain the confidentiality of your wallet, including any access that occurred as a result of fraud, phishing, or other criminal activity perpetrated against you by third parties; (iii) any interruption or cessation of transmission to or from the Application; or (iv) any bugs, viruses, trojan horses, or the like that are found in the Application or that may be transmitted to or through our services by any third party (regardless of the source of origination); or

b) any direct damages.

10.2. In the event we are found liable under these Terms due to our gross negligence, willful misconduct, or fraud, our total aggregate liability shall under no circumstances exceed the total fee actually paid by you to us.

10.3. These limitations apply regardless of legal theory, whether based on tort, strict liability, breach of contract, breach of warranty, or any other legal theory, and whether or not we were advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. Under no circumstances shall we be required to deliver to you any digital assets as damages, be subject to specific performance or any other similar remedy.

11. GOVERNING LAW

These Terms, and any issues or disputes arising out of or in connection with this document (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles.

12. DISPUTE RESOLUTION

12.1 Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Delaware, and each Party hereby irrevocably submits to the personal jurisdiction of such courts.

12.2 EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREBY.

12.3. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award 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. If a court decides that applicable law precludes enforcement

of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

13. MISCELLANEOUS

13.1. Assignment. You will not assign or otherwise transfer these Terms or any of your rights and obligations under these Terms, without our prior written consent. Any assignment or transfer in violation of this Clause 13.1 will be void. We may assign these Terms without your consent:

i) in connection with a merger, acquisition or sale of all or substantially all of our assets, or

ii) to any Affiliate or as part of a corporate reorganization;

and effective upon such assignment, the assignee shall be deemed substituted for us as a party to these Terms and we are fully released from all of our obligations and duties to perform under these Terms. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.2. Entire Agreement. These Terms constitute the whole agreement between you and us in relation to the services provided by us and supersedes and extinguishes any prior drafts, agreements, and undertakings, whether in writing or oral, relating thereto.

13.3. Force Majeure. Neither party nor their respective Affiliates will be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, utilities or other telecommunications failures, cyber-attacks, earthquakes, storms or other natural disasters, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.4. Severability. In the event that any provision of these Terms is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of these Terms is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of these Terms will, where possible, be interpreted so as to sustain its legality and enforceability.

13.5. Independent Contractors. Nothing in these Terms is intended to, nor shall create any partnership, joint venture, agency, consultancy or trusteeship. We and you are independent contractors for purposes of these Terms.

13.6. Export and Sanctions Compliance. In connection with these Terms, you will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that prohibit certain transactions. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the services provided by us. You may not use our services if you are the subject to the Sanctions.

You may not use or otherwise export or re-export the Application except as authorized by the applicable laws. In particular, but without limitation, the Application may not be exported or re-exported (a) into any country that is subject to embargoes under the Sanctions or (b) to a Restricted Person. You also agree that you will not use these products for any purposes prohibited by any Sanctions, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

13.7. Eligibility. If you are under the age of majority in your jurisdiction of residence, you may use the Website or the Application only with the consent of or under the supervision of your parent or legal guardian.

NOTICE TO PARENTS AND GUARDIANS: By granting your minor permission to access the Website or the Application, you agree to these Terms on behalf of your minor. You are responsible for exercising supervision over your minor's online activities. If you do not agree to these Terms, do not let your minor use the Website or the Application.

13.8. Notice. We may provide any notice to you under these Terms by: (i) posting a notice in the Application or the Website; or (ii) sending a message to the email address if it was previously provided by you. To give us notice under these Terms, you must contact us by email at support@safely.app

13.9. Feedback. We welcome feedback, comments, ideas, and suggestions for improvements to the Website and the Application ("**Feedback**"). You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy,

modify, create derivative works based upon or improvements with respect to and otherwise exploit and commercialize the Feedback and any such derivative works and improvements in any manner and for any purpose.

13.10. Language. All communications and notices made or given pursuant to these Terms must be in the English language. If we provide a translation of the English language version of these Terms, the English language version of the Agreement will control if there is any conflict.

14. DEFINITIONS AND INTERPRETATION

In these Terms, the following terms shall have the following meaning:

"Affiliate" means, with respect to any person:

i) any other person directly or indirectly through one or more intermediaries is controlled by, or controlling of, or under common control with, that person;

ii) with respect to a first person that is a natural person, any person that is a family member of the first person and any person controlled by any of them (whether individually or collectively) and any trust for which the first person directly or indirectly, serves as settlor or trustee or in a similar capacity (including, without limitation, any protector or settler of a trust), and any person who is controlled by any such trust or estate.

"Application" has the meaning ascribed to it in Clause 1.2.

"Feedback" has the meaning ascribed to it in Clause 13.9.

"IP" has the meaning ascribed to it in Clause 4.1.

"Policies" means Privacy Policy available at: <https://safely.app/privacy-policy>, as well as any other policy applicable to the Services and uploaded to the Website, each as may be updated from time to time.

"Restricted Person" means any person with whom dealings are restricted or prohibited, including under any Sanctions, as a result of: (a) being named on any list of persons subject to Sanctions; or (b) any direct or indirect relationship of ownership, control, employment or agency (including any close family relationship, i.e. parenthood, filiation, siblingship, marriage and in-lawship) with a Person described in (a); or (c) acting for or on behalf of, or in the interest of, a person described in (a); or (d) being located, organised or resident in a country or territory with which dealings are broadly restricted or prohibited by any Sanctions.

"Sanctions" means any economic, financial or trade sanctions or embargoes, export controls or other restrictive measures imposed by the United States of America (including those administered by the United States Department of the Treasury's Office of Foreign Assets Control), the European Union, any member state of the European Union, the United Kingdom (including those administered by HM Treasury) or the United Nations.

"Subscription Plan" has the meaning ascribed to it in Clause 4.11.

"Terms" has the meaning ascribed to it in Clause 1.2.

"Third-Party Content" has the meaning ascribed to it in Clause 4.7.

"Third-Party Providers" has the meaning ascribed to it in Clause 2.1(ii).