

## APY TERMS OF USE

PLEASE CAREFULLY READ THE TERMS OF USE OF APY WEBSITE AT APP.APY.COM AND RELATED INFORMATIONAL SERVICES ("**APY WEBSITE**") AS SET OUT BELOW, WHICH IS A LEGALLY VALID AGREEMENT WITH RESPECT TO THE USE OF APY WEBSITE ("**USER AGREEMENT**").

BY USING THE APY WEBSITE, YOU AGREE TO THE TERMS AND CONDITIONS BELOW FULLY AND UNCONDITIONALLY, WITHOUT RESERVATIONS OR EXCEPTIONS. IF YOU DO NOT ACCEPT ALL THE TERMS OF THIS USER AGREEMENT, YOU MAY NOT USE THE APY WEBSITE. BY ACCEPTING THIS USER AGREEMENT, YOU CONFIRM THAT YOU ARE A NATURAL PERSON WHO CAN LAWFULLY USE THE APY WEBSITE (EITHER ACTING FOR YOUR OWN INTEREST OR AUTHORIZED TO BIND A LEGAL ENTITY SUBJECT TO THIS USER AGREEMENT, IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE LEGAL ENTITY IS INCORPORATED AND CONSTITUENT DOCUMENTS OF SUCH LEGAL ENTITY).

YOU ASSUME FULL RESPONSIBILITY FOR THE OUTCOMES OF YOUR INVESTMENT DECISIONS. PLEASE READ THE BELOW DISCLAIMER AS WELL AS SECTION 2.5 CAREFULLY BEFORE CONTINUING.

WE PROVIDE YOU WITH A RIGHT TO USE THE APY WEBSITE AS INFORMATIONAL SERVICES ONLY. NEITHER APY WEBSITE PROVIDER NOR ANY OF ITS AFFILIATES PROVIDE FINANCIAL, INVESTMENT, LEGAL, TAX, SECURITIES MARKETS, DIGITAL RIGHTS, DIGITAL CURRENCIES OR ANY OTHER ADVICE OR RELATED SERVICE. NEITHER APY WEBSITE PROVIDER NOR ANY OF ITS AFFILIATES IS A BROKER, INVESTMENT ADVISOR, ASSETS MANAGER OR TAX ADVISOR.

NEITHER APY WEBSITE PROVIDER NOR ANY OF ITS AFFILIATES CARRIES OUT LICENSED ACTIVITIES OR PROVIDE YOU ANY RELATED SERVICES OR INVESTMENT ADVICE OR RECOMMENDATION WHICH ARE SUBJECT TO REGULATION OR LICENSING, AND NEITHER APY WEBSITE ADMINISTRATOR NOR ANY OF ITS AFFILIATES IN ANY APPLICABLE JURISDICTION IS SUBJECT TO THE SAME REQUIREMENTS AS EXCHANGES, INVESTMENT PLATFORMS, OPERATORS OF INFORMATION SYSTEMS OR OPERATORS OF EXCHANGES OF DIGITAL FINANCIAL RIGHTS, PROVIDERS OF INVESTMENT ADVICE, SECURITIES EXCHANGES OR ANY PROFESSIONAL SECURITIES MARKET PARTICIPANTS.

### 1. GENERAL PROVISIONS

- 1.1. Under this User Agreement, the parties who run the APY Website from time to time ("**APY Website Provider**" or "**we**"), provide visitors and users of the APY Website ("**you**") with the opportunity to use app.apy.com website and information contained therein as an informational resource, on the terms set forth in this User Agreement. In respect of the legal entities which would like to use the APY Website, **you** shall mean such legal entity, acting through a natural person (who must comply with this User Agreement personally), properly and fully authorized to use the APY Website in accordance with the laws of the jurisdiction in which the legal entity is incorporated and any other laws, regulations, and practices in force.
- 1.2. By using the APY Website (including by visiting or otherwise using app.apy.com website, any related pages, or informational resources), you express your consent to the terms of this User Agreement fully and unconditionally. If you do not accept all the terms of this User Agreement, you may not use the APY Website, and you must stop using the APY Website immediately.
- 1.3. The User Agreement and any of its provisions may be amended or terminated by the APY Website Provider at any time. If you do not agree with any changes to the User Agreement, you shall stop using the APY Website from the moment the new version of the User Agreement enters into force. If you proceed with using the APY Website upon the new version of the User Agreement entering into force, you shall be deemed to have consented to such new version in its entirety.

### 2. SCOPE OF APY WEBSITE FUNCTIONALITY

- 2.1. APY Website is provided as an informational resource about the fundamental mechanics of the APY Protocol, which is a fully decentralized, blockchain-governed protocol deployed on blockchain networks and systems, designed for decentralized non-custodial liquidity processing, where the users of the protocol can participate as suppliers or borrowers of the liquidity. APY

Website also provides interface, dashboard, and other informational functionality, as updated from time to time, with respect to the APY Protocol. All information provided in connection with your access and use of the APY Website and the APY Protocol is for informational purposes only.

- 2.2. Neither the APY Website Provider nor any of its affiliates is a party to any transaction on the blockchain networks underlying the APY Protocol. The APY Website Provider does not have possession, custody or control over any digital assets displayed on the APY Website or processed through the APY Protocol.
- 2.3. When you interact with the APY Protocol, you (and in no case APY Website Provider nor any of its affiliates) continue to have full and complete control and responsibility over your digital assets at all times. Due to the non-custodial and decentralized nature of the technology of the APY Protocol, neither party is an intermediary, agent, advisor, or custodian, and neither party has a fiduciary relationship or obligation to you with respect to your digital assets processed through the APY Protocol.
- 2.4. The blockchain networks on which the APY Protocol is deployed, are not under control of the APY Website Provider. Neither APY Website Provider nor any of its affiliates are responsible for the operation of the blockchain-based software and networks, and there exists no guarantee of the functionality, security, or availability of that software and networks.
- 2.5. For the avoidance of doubt, APY Protocol is not a part of the APY Website, and any use of the APY Protocol is not within the scope of this User Agreement.

### **3. DISCLAIMER AND RELATED PROVISIONS**

- 3.1. THE INFORMATIONAL MATERIALS PROVIDED BY THE APY WEBSITE PROVIDER DO NOT CONSTITUTE AN OFFER TO SELL OR SOLICITATION TO BUY SECURITIES, COMMODITY INTERESTS, TOKENS, DIGITAL ASSETS, OR CRYPTO CURRENCIES. THE INFORMATIONAL MATERIALS PROVIDED BY THE APY WEBSITE PROVIDER DO NOT CONSTITUTE INVESTMENT ADVICE.
- 3.2. HOLDING, PURCHASING, SELLING DIGITAL ASSETS, INCLUDING WITHOUT LIMITATION TOKENS, CRYPTO CURRENCY, DIGITAL RIGHTS, DIGITAL CURRENCY, ALTCOINS, DIGITAL OR OTHER ASSETS BASED ON DISTRIBUTED LEDGER TECHNOLOGY, AS WELL AS DERIVATIVES THEREOF, INVOLVES SIGNIFICANT RISKS AND HAS POTENTIAL FOR SIGNIFICANT FINANCIAL LOSSES, WHICH MAY EXCEED THE AMOUNT OF YOUR INVESTMENT. THE FOREGOING ACTIVITIES WHEN CARRIED OUT WITH THE USE OF CRYPTO ASSETS ARE SUBJECT TO FURTHER INCREASED RISKS. TRADING LEVERAGED PRODUCTS AND COMMODITIES INVOLVES SUBSTANTIAL RISK OF LOSS.
- 3.3. NEITHER THE APY WEBSITE PROVIDER NOR ANY OF ITS AFFILIATES, EMPLOYEES OR AGENTS STORE, POSSESS OR MANAGE YOUR ASSETS. THE APY WEBSITE DOES NOT EXECUTE ANY TRANSACTIONS. NEITHER THE APY WEBSITE PROVIDER NOR ANY OF ITS AFFILIATES, EMPLOYEES OR AGENTS HAVE ANY CONTROL OVER DECENTRALIZED DIGITAL ASSET PROTOCOLS OR OTHER PLATFORMS, OR MAY BE HELD LIABLE FOR ANY LOSSES AND/OR DAMAGES YOU MAY INCUR AS A CONSEQUENCE OF USING SUCH DECENTRALIZED DIGITAL ASSET PROTOCOLS.
- 3.4. THE APY WEBSITE PROVIDER SHALL NOT BE LIABLE FOR, AND YOU SHALL ASSUME FULL LIABILITY FOR, THE LOSS OF YOUR DIGITAL ASSETS, INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS BY A THIRD PARTY, LOSS OR VIOLATION OF YOUR PASSWORDS, PRIVATE KEYS OR MISTAKES OR ERRORS DERIVED FROM TRANSFERRING FROM AND TO WRONG DIGITAL ASSET PUBLIC KEYS OR ADDRESSES, OR DERIVED FROM A MISMATCH BETWEEN THE DISTRIBUTED LEDGER NETWORK OF THE SENDER ADDRESS OR PUBLIC KEY AND THE RECIPIENT ADDRESS OR PUBLIC KEY.
- 3.5. THE APY WEBSITE IS PROVIDED TO YOU ON "AS IS" BASIS AND WITHOUT ANY WARRANTY OR ANY INDEMNIFICATION OBLIGATIONS OF ANY TYPE (EXPRESS, IMPLIED, OR STATUTORY). THE WEBSITE MAY NOT BE THE FINAL VERSION CREATED BY THE APY WEBSITE PROVIDER AND MAY CONTAIN BUGS, ERRORS, OR OTHER FAULTS THAT MAY LEAD

TO SYSTEM AND OTHER FAILURES AND DATA LOSS. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, NO WARRANTIES APPLY TO THE APY WEBSITE AND, FOR THE SAKE OF CLARITY, YOU ACKNOWLEDGE THAT THE APY WEBSITE PROVIDER MAKES NO WARRANTIES, ASSUMES NO RESPONSIBILITY, AND ASSUMES NO LIABILITY TO YOU, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, UNHINDERED USE AND FITNESS FOR A PARTICULAR USE.

3.6. THIS APY WEBSITE IS NOT OFFERED IN THE UNITED STATES OR TO U.S. CITIZENS OR U.S. RESIDENTS.

**4. LOGIN AND USE OF THE APY WEBSITE** To be able to use personalized APY Website functionality, you need to go through the login procedure, as a result of which you will have access to your personal dashboard and functional modules (such as deposit, withdraw, borrow, repayment) on the APY Website.

4.2. You do not have the right to reproduce, repeat, copy, sell, and resell, as well as to use the APY Website for any purposes beyond using functions readily available through its user interface.

4.3. When using the APY Website, you are not entitled to:

- a) illegally collect or store proprietary data;
- b) interfere with normal operation of the APY Website;
- c) assist with any actions aimed at breaching any restrictions and prohibitions set by the User Agreement;
- d) participate in any fraudulent or manipulative activity; or
- e) otherwise violate the law, including the laws of any other applicable jurisdiction which you are not the resident of.

4.4. You are responsible for maintaining adequate security and control of all information and devices that you use to access the APY Website, including access to the accounts you used to login the APY Website. You are prohibited from transferring, sharing, or providing your account information to anyone. We assume no responsibility for any loss that you may sustain due to compromise of your device or your APY Website access.

## **5. EXCLUSIVE RIGHTS TO THE APY WEBSITE CONTENT**

5.1. Any and all objects made available through the APY Website or located in the APY Website, including design features, text, images, artwork, videos, computer software, databases, music, sounds, and other objects, and any content posted in the APY Website are exclusively owned by the respective titleholders. The APY Website Provider has the necessary rights to display all content which is available in the APY Website. You agree that you shall not have any exclusive rights or any other rights to any content and information available through the APY Website.

5.2. The content and any other elements of the APY Website may be used only insofar as reasonably required to use the APY Website functionality. No elements of the APY Website content, or any content placed in the APY Website, may be used in any other manner.

## **6. THIRD PARTY SITES AND CONTENT**

6.1. The APY Website may contain references or links to websites (including third party sites). Such third parties and their content are not modified or checked by the APY Website Provider for compliance with any requirements (accuracy, completeness, legality, etc.).

6.2. The APY Website Provider shall not be liable for any information or materials on the third party sites and shall not assume any obligations in connection with the use or impossibility to use or rely on such information or materials on the third party sites, or goods or services available on such sites you can obtain direct or indirect access using the APY Website, including any opinions or statements on the third party sites, advertising, etc., as well as the availability of such sites or content and the consequences of their use. You shall make your own and independent assessment of any information or materials available on such third-party sites.

- 6.3. Reference (in any form) to any site, product, service, or any information of a commercial or non-commercial nature in the APY Website shall not constitute endorsement or recommendation of such products/services/activities by the APY Website Provider.

## **7. NO WARRANTIES, LIMITATION OF LIABILITY**

- 7.1. The APY Website Provider shall not be liable for any losses (whether actual losses or loss of profits) arising from the use of the APY Website or certain parts/functions thereof by the APY Website.

## **8. MISCELLANEOUS**

- 8.1. This User Agreement constitutes a contract between you and the APY Website Provider regarding the use of the APY Website and supersedes all previous agreements between the parties.
- 8.2. This User Agreement shall be governed by the English law.
- 8.3. Nothing in this User Agreement shall be construed as creating between you and the APY Website Provider any broker, investment or fund management, agency, partnership, joint venture, relationship of employment, or any other relationship not expressly stipulated in the User Agreement.
- 8.4. If, for whatever reason, one or more provisions of this User Agreement are deemed to be invalid or unenforceable, this shall not affect the validity or enforceability of any other provisions of this User Agreement.

## **9. TERMINATION OF THE USER AGREEMENT**

- 9.1. This User Agreement is valid until terminated. You can terminate the User Agreement by ceasing to use the APY Website.
- 9.2. The APY Website Provider has the right to terminate this User Agreement and (or) temporarily or permanently suspend your access to the APY Website at its own discretion, including but not limited to if you violate the terms of this User Agreement, and the termination will take effect immediately and without prior notice.