

## TERMS AND CONDITIONS

(Effective as of 21 May 2024)

### 1. WHO WE ARE

Gnosis Ecosystem (Cayman) Ltd ("**we**" or "**us**" or "**our**") operates the website [metri.xyz] ("**Site**") and makes available certain software services that are accessible via our Site and Progressive Web App ("**PWA**"). References in these Terms to the "**App**" or "**Metri**" shall be to the Site or PWA as applicable.

We are a private limited company registered in the Cayman Islands and have our registered office situated at the offices of Leeward Management Limited, PO Box 144, 3319 9 Forum Lane, Camana Bay, George Town, Grand Cayman KY1-9006, Cayman Islands.

### 2. ABOUT THESE TERMS

These Terms and Conditions ("**Terms**"), together with any other document referred to herein (save for our Privacy Policy), form a legally binding agreement ("**Agreement**") between us and you, or between us and the entity that you represent.

This Agreement describes how you may access and use Metri and the other applications, content, software, and/or services available via Metri, excluding any Third-Party Services (collectively, the "**Services**"). By accessing the Services, you agree that you or the entity you represent ("**you**" or "**your**") have read, understood, and accepted this Agreement and agree to be bound by it. If you do not agree to be bound by this Agreement, you may not access or use the Services.

We only use your personal information in accordance with our Privacy Policy.

### 3. DEFINITIONS AND INTERPRETATIONS

When certain words and phrases are used in the Agreement, they have specific meanings (these are known as "**defined terms**"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the Section of the Agreement where it was defined. Defined terms are listed in Schedule 1 to these Terms.

### 4. ELIGIBILITY

You represent to us that: (a) where you are acting in your personal capacity, you are at least 18 years of age and you are lawfully able to enter into a legally binding agreement with us; or (b) where you are acting on behalf of a legal entity, the legal entity is duly registered and validly existing under the laws of the jurisdiction in which it is incorporated and that you are duly authorised by the legal entity to act on its behalf and enter into a legally binding agreement with us.

In addition, you represent to us that you are (a) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (i.e., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the United Kingdom, or other applicable government authority; and (b) not located in any country subject to a comprehensive sanctions program implemented by any of the foregoing bodies.

We reserve the right to limit or prevent you from accessing or using the Services in our sole discretion for any or no reason, including (without limitation) if, in our opinion: (a) you have violated any provision of this Agreement; (b) your use of the Services poses a security risk or could adversely impact our systems or Services; (c) your use of the Services could expose us or any third party to liability; (d) your use of the Services could be unlawful.

## **5. CHANGES TO THESE TERMS**

We may amend this Agreement at any time and without notice, at our sole discretion and without liability to you as a result. We will post the updated version of this Agreement to the Site and PWA and it shall take effect immediately on being posted. It is your responsibility to check the Agreement regularly for any changes. Every time you wish to use the Services, please check the Agreement to ensure you understand the terms and conditions that apply at that time. You agree that your continued use of or access to the Services after we have made and posted any such changes on the Site and PWA shall constitute your acceptance of the updated Agreement, whether or not you have checked the changes or actually read the changes. If you do not agree with any changes that we make to the Agreement, you should cease accessing and using the Services. You agree that we shall not be liable to you in the event that you decide to cease accessing and using the Services as a result of any changes to this Agreement.

## **6. CONTACT**

If you have any questions about the Services or this Agreement, please contact us at [support@metri.xyz].

## **7. OUR SERVICES**

Our Services consist of the provision of an interface and associated software via the Site and PWA (i.e. Metri) that allows you to:

1. **Wallet Creation & Management:** create, operate and manage self-custodial blockchain wallets on Supported Blockchain Networks ("**Safe Account**");
2. **Interact with your Safe Account:** interact with your Safe Account to track, store and manage Supported Digital Assets, initiate transfers of Supported Digital Assets and interact with certain decentralised protocols and applications ("**DApps**");
3. **Configure your Safe Account** to add and remove Owners;
4. **Passkey Management:** create Passkeys as a means to access your Safe Account and to authorise transactions from your Safe Account;

5. **Wallet Import:** import, connect and operate self-custodial blockchain smart wallets/accounts (that are supported by Metri) generated through third party wallet applications ("**Supported Third Party Wallets**") and assign new Owners to such Supported Third Party Wallets by creating and assigning a Passkey;
6. **Wallet Tracking:** connect a self-custodial blockchain smart wallet/account generated through a third party wallet application that is supported by Metri for the purposes of tracking and monitoring the wallet/account activity;
7. **Propose, sign and broadcast transactions:** propose a transaction to be executed from your Safe Account on Supported Blockchain Networks, authorise the transaction by signing with the Passkey that is associated with your Safe Account and broadcast the authorised transaction to the relevant blockchain network for processing on-chain.

For further information about Supported Blockchain Networks, Supported Digital Assets and Supported Third Party Wallets please refer to the following page on our Site: [metri.xyz/faq].

Please note that if you attempt to import a Third Party Wallet into Metri which stores Digital Assets that are not supported by Metri, such Digital Assets will not be displayed on the Metri interface. This does not however mean that such Digital Assets are no longer associated with the Third Party Wallet address, it simply means that such Digital Assets are not compatible with our Services and therefore you will be unable to use Metri to manage such Digital Assets.

## **8. SERVICES NOT OFFERED**

Our Services do not consist of:

1. Activity regulated by any regulatory agency in any jurisdiction;
2. Custody or administration of your assets, passwords, Private Keys, or other security credentials i.e. Metri is a self-custodial blockchain wallet software application;
3. The storage or transmission of fiat currencies;
4. Back-up services to recover your Security Credentials, for whose safekeeping you are solely responsible; we have no means to recover access to your Digital Assets or Safe Account. If you forget or lose access to your Security Credentials or they are compromised, we have no means to restore the wallet or rollback transactions;
5. Operating a Digital Asset exchange or trading platform or arranging/facilitating/brokering the exchange or trading of Digital Assets; i.e Metri offers a software application through which you can store and manage your own Digital Assets;
6. Any form of legal, financial, investment, accounting, tax or other professional advice to you. We do not advise or recommend that you engage in any particular Digital Asset transactions. Any transactions that you undertake using Metri are at your sole and absolute discretion;
7. The responsibility to monitor authorised transactions or to check the correctness or completeness of transactions before you authorise them.

## **9. CHANGES TO OUR SERVICES**

Our Services may evolve over time. As a result, we may change, replace, or discontinue (temporarily or permanently) some or all of the Services at any time in our sole discretion. In

such circumstances, you may be prevented from accessing or using some or all of the Services. You agree that we shall not be liable to you or anyone else for any changes to our Services which result in you no longer being able to access and/or use some or all of our Services.

## **10. SECURITY**

We do not guarantee that Metri will be totally secure or free from bugs or viruses. You are responsible for the security of the device and for configuring your information technology, computer programmes and platforms for accessing Metri (whether via the Site or installing the PWA) and for storing Passkeys, including ensuring that you keep anti-virus software current and otherwise protect against viruses, malware or other technologically harmful components ("**Vulnerabilities**"). If you are not able to take responsibility for your own security measures, or do not want such an obligation, then you should not use the Services.

Your obligations under this Agreement include ensuring any available software updates or upgrades to any Services you are using are promptly installed or implemented, and recording and securely maintaining any passwords, Private Keys, Passkeys, secret recovery phrases or other security credentials (together the "**Security Credentials**") that relate to your Safe Account or use of the Services.

You acknowledge that certain methods of securing your Security Credentials, such as storing them as a digital file anywhere, including on your personal device or on a cloud storage provider, increase the risk that your Security Credentials and/or Safe Account may be compromised. You further acknowledge that you will not share with us nor any other third party any Security Credentials that relate to your Safe Account or use of the Services, and that we will not be held responsible if you do share any such Security Credentials, whether you do so knowingly or unknowingly.

We cannot recover your Security Credentials or your Safe Account in any circumstances whatsoever, including if the device through which you access Metri is compromised. It is your sole responsibility to take all reasonable precautions to secure and backup your Security Credentials and Safe Account. You are responsible for any risks, liabilities, losses, costs and expenses which result from third party fraud, you losing the device associated with your Passkey or through which you access Metri, disclosing to third parties (whether knowingly or unknowingly) or forgetting your Security Credentials, or your Safe Account being attacked as a result of any of the foregoing.

You must not misuse Metri by knowingly introducing Vulnerabilities which are malicious or technologically harmful. You must not attempt to gain unauthorised access to Metri, the server on which Metri is stored or any server, computer or database connected to Metri. You must not attack Metri via a denial-of-service attack or a distributed denial of service attack.

## **11. CHARGES FOR USING OUR SERVICES**

Our Services are provided free of charge for the time being. We reserve the right to introduce service fees in the future at our sole discretion.

Since Digital Assets are deployed on blockchain networks, you will need to pay blockchain transaction processing fees ("**gas**") when you undertake a transaction on a blockchain network, the amount of which is determined by the architecture and operation of the blockchain network. We may from time to time, at our discretion, sponsor the gas associated with certain types of transactions that users initiate and execute via Metri, as a limited offer or incentive relating to the use of our Services. However, there is no guarantee that we will sponsor gas, and there is no obligation on us to do so.

**12. TAXES**

You shall bear sole responsibility for identifying, declaring, reporting and paying all applicable taxes and other expenses incurred due to transactions performed using Metri or otherwise arising in connection with the use of the Services.

**13. TERMINATION & SUSPENSION**

You may stop using the Services at any time. We may suspend or terminate your access to the Services at any time at our sole discretion and without notice if you do not comply with this Agreement. Upon any termination, discontinuation or cancellation of the Services all rights and/or licences granted to you under this Agreement shall immediately cease and terminate and you shall forthwith cease the use and/or access of the Services.

**14. SURVIVAL**

The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive. Without limiting the generality of the foregoing the Indemnification, Disclaimer, Limitation and exclusion of liability, Force Majeure, Severability, Governing law, Arbitration, Notices, Taxes and our Intellectual Property Rights will survive the termination or expiration of this Agreement.

**15. THIRD PARTY SERVICES AND CONTENT**

From time to time, we may integrate or make available third party tools, websites or services from within, or linked to within, our Services ("**Third Party Services**"). Third Party Services are provided for convenience purposes only. We do not verify or endorse any such Third Party Services, nor do they constitute the provision of any financial or investment advice by us.

Your use of any Third Party Services is subject to separate terms and conditions between you and the relevant third party provider. You may need to register an account with third party providers to use some or all of the tools or services they provide. Please make sure you read the third party provider's terms and conditions and that you are aware of and understand the risks associated with such Third Party Services before using them. To the extent third party providers charge any fees for accessing and/or using Third Party Services, you are solely responsible for paying such fees.

When using any Third Party Services or content, you understand that you are at no time transferring your assets to us. We may enable you to access Third Party Services from within Metri but we do not have control over their content, and do not recommend, warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products, services, functionality or assets available on or accessible through those Third Party Services (including any related websites, resources or links displayed therein). Similarly, we are not responsible for any actions that you carry out through such Third Party Services.

We make no warranties or representations, express or implied, about such linked Third Party Services or content, the third parties they are owned and operated by, the information contained on them, the suitability of their products or services, or the assets they make accessible. You acknowledge and accept that you are solely responsible for and assume all risk arising from your use of any Third Party Services. Third Party Services may provide access to assets which have high risks of illiquidity, devaluation, lockup, or loss. We shall not be liable to you for any loss or damage arising from your access or use of any Third Party Services or content. You should use care in linking your wallet with any Third Party Services or otherwise providing any third-parties with access to your devices or Security Credentials.

We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third Party Service at any time without notice.

## **16. INTELLECTUAL PROPERTY**

The Services (together with their contents, features and functionality, including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof and any and all subsequent copies of, and modifications, adaptations, amendments and additions to the same regardless of who made them), the Metri name and mark are owned by us, our affiliated persons or entities ("**Affiliates**"), our licensors or other providers of such material. Those works are protected by laws and treaties around the world relating to copyright, trademark and other intellectual property or proprietary rights. All such rights are reserved, and you acknowledge that nothing in this Agreement gives you any ownership rights in respect of any intellectual property owned by us, our Affiliates and/or our licensors.

We grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Services for your own use. We, our Affiliates and licensors shall at all times remain the owner of any intellectual property rights in the Services. You agree that you will not use, modify, distribute, tamper with, reverse engineer, disassemble or decompile the Services for any purpose other than as expressly permitted under this Agreement. Except as expressly set forth in this Agreement, we grant you no rights to use, and you may not use, the Services.

The Services may contain code, commonly referred to as open source software, which is distributed under open source licence terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor ("**Open Source Software**"). To the extent that the Services contain any Open Source Software, that element only is licensed to

you under the relevant licence terms of the applicable licensor ("**Open Source License Terms**") and not under this Agreement, and you accept and agree to be bound by such Open Source License Terms.

You may not misuse the Services and/or the Site and may only use it as permitted by law. We reserve and retain all rights not expressly granted to you in these Terms. If you breach our intellectual property rights or the intellectual property rights of our Affiliates or licensors in violation of this Agreement, your licence to use the Services will automatically be revoked and terminate with immediate effect and you shall, at our option, return or destroy any copies of the materials you have made.

Any communication or materials you send to us through Metri by electronic mail or other means will be treated as non-proprietary and non-confidential. We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material ("**User Generated Content**") in any manner and for any purpose, including, but not limited to, developing, manufacturing, advertising and marketing us and our products and services. We shall have no obligation to provide you with attribution for any User Generated Content you provide to us.

## **17. ACCEPTABLE USE**

You agree not to use the Services in ways that:

- breach this Agreement;
- copy, or otherwise reproduce or re-sell any part of the Services unless expressly permitted to do so under the Agreement;
- do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Services or any equipment, network or software used in operating Metri;
- use the Services to create or sign transactions (using your Passkey or other Security Credentials) which breach applicable law, or create or approve transactions which are to or from sanctioned persons;
- violate, misappropriate, or infringe our rights, or the rights of any third parties, including with respect to privacy, publicity, intellectual property, or other proprietary rights;
- involve impersonating someone;
- breach any duty or obligation toward any person or entity;
- involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialling, and the like;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Services or content;
- disguise your location through IP proxying or other methods;
- interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- violate any applicable law or regulation; or

- encourage or enable any other individual to do any of the foregoing.

We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing any information we consider relevant to them. In the event of such a breach, this Agreement shall automatically terminate and your right to use the Services will cease immediately.

You agree to comply with all applicable laws including but not limited to export restrictions, end-user restrictions, antiterrorism laws, and economic sanctions. You are not permitted to use the Services if doing so would violate applicable laws and regulations.

## **18. COOPERATION WITH REGULATORS**

We have the right to cooperate fully with any national or international governmental, regulatory or law enforcement authority ("**Regulatory Authorities**") or court order. You waive and hold us harmless from any claims resulting from any action taken by any of them during, or taken as a consequence of, investigations by Regulatory Authorities.

## **19. INDEMNIFICATION**

You agree to defend, indemnify, and hold us, our Affiliates, licensors, and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising or resulting from your breach of this Agreement or if you infringe or misappropriate a third party's intellectual property right or if you violate applicable law.

Without prejudice and in addition to the indemnity set out above, in the event a third party brings any claim, suit or proceeding against us as a result of your breach of this Agreement, any third party's intellectual property rights or violation of applicable law, you agree to cooperate and provide all assistance as we may reasonably require or request in connection with our defence of such claim, suit or proceeding.

The indemnity set out here is in addition to, and not in lieu of, any other remedies that may be available to us under applicable law.

## **20. DISCLAIMER**

THE SERVICES 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: (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, THE THIRD PARTY CONTENT, OR THE THIRD PARTY SERVICES, AND (B) 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 SERVICES, THIRD PARTY CONTENT, OR THIRD PARTY SERVICE WILL ALWAYS BE AVAILABLE, UNINTERRUPTED, ERROR FREE OR FREE OF

TECHNOLOGICALLY 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 EXPRESSLY SET OUT IN THIS AGREEMENT OR IN A SEPARATE WRITTEN AGREEMENT BETWEEN US, AND YOU AGREE YOU WILL NOT TAKE A POSITION IN ANY PROCEEDING THAT IS INCONSISTENT WITH THIS SECTION.

YOU ARE SOLELY IN CONTROL OF AND RESPONSIBLE FOR STORING AND SECURING YOUR SECURITY CREDENTIALS FOR ACCESSING AND INTERACTING WITH YOUR SAFE ACCOUNT . WE DO NOT STORE A BACKUP OF, AND WILL NOT BE ABLE TO RECOVER, YOUR SECURITY CREDENTIALS. IF YOU LOSE YOUR SECURITY CREDENTIALS, THEN YOU MAY LOSE ACCESS TO YOUR SAFE ACCOUNT AND ANY ASSETS YOU HAVE STORED IN YOUR SAFE ACCOUNT.

METRI AND THE CONTENT AVAILABLE ON IT ARE PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. THEY ARE NOT INTENDED TO AMOUNT TO FINANCIAL OR INVESTMENT ADVICE OR A RECOMMENDATION OR ENDORSEMENT OF ANY PRODUCTS OR SERVICES ON WHICH YOU SHOULD RELY.

## **21. DISCLOSURE OF RISKS**

1. You understand that we do not operate any 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. Before authorising and signing any transaction from your Safe Account, please always check the transaction is correct including the transaction amount and recipient address. We are not responsible and disclaim all liability for any loss or damage you may suffer (whether in contract, tort (including negligence, breach of statutory duty or otherwise) as a result of you entering incorrect amounts or recipient information.
2. 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 any protocol upgrades and that you have a working knowledge of the usage and intricacies of digital assets.
3. If the Safe Account only has one owner that is managed by a Passkey, then you should be aware that if Metri is unavailable or your access to Metri is limited/terminated for whatever reason, you will lose access to your Safe Account. You are therefore strongly advised to set up your Safe Account with multiple Owners, one of which should be an EOA Account that you can use to access your Safe Account from alternative wallet interfaces.
4. You 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 the capability of our control. You understand

that protocol upgrades may inadvertently contain Vulnerabilities that may result in loss of functionality and ultimately funds.

5. 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 Services. You expressly assume full responsibility for all the risks of accessing and using the Services to interact with blockchain protocols.

## **22. LIMITATION AND EXCLUSION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR SECURITY CREDENTIALS OR DIGITAL ASSETS, OR LOSS OF OR INABILITY TO ACCESS YOUR SAFE ACCOUNT, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE INITIATION, AUTHORISATION OR TRANSMISSION OF TRANSACTIONS OR MESSAGES TO ANY BLOCKCHAIN NETWORK, OR THE FAILURE OF ANY MESSAGE TO SEND OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DAMAGES RESULTING FROM YOUR FAILURE TO KEEP THE DEVICE ON WHICH THE SERVICES ARE ACCESSED SAFE AND FREE OF ANY VULNERABILITIES, OR FOR DIMINUTION OF VALUE OF ANY DIGITAL ASSET ON A BLOCKCHAIN NETWORK.

IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFITS, REVENUES, GOODWILL OR DATA, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISKS ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES, INCLUDING RISK OF LOSS FOR ASSETS TRADED THROUGH SUCH THIRD-PARTY SERVICES. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH THE APP, SITE OR SERVICES.

IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN THOSE THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW) EXCEED THE AMOUNT OF ONE HUNDRED USD OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

THIS SECTION DOES NOT LIMIT OR EXCLUDE, OR ATTEMPT TO LIMIT OR EXCLUDE, LIABILITY FOR ANY MATTER THAT MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. FOR EXAMPLE, SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF

LIABILITY FOR CERTAIN DAMAGES OR THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS SET OUT IN THIS SECTION MAY NOT APPLY TO YOU.

### **23. FORCE MAJEURE**

Neither we nor our respective Affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including but not limited to acts of God, utilities or other telecommunications failures, cyber-attacks, earthquake, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

### **24. ASSIGNMENT**

The Agreement is personal to you and you may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Agreement without our prior written consent. We may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of our rights and obligations under the Agreement without your written consent.

### **25. NO WAIVER**

If we fail to insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

### **26. PROVISIONS ARE SEVERABLE, IF FOUND INVALID**

Each of the Sections of the Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, such Sections shall be amended to the minimum extent necessary to render them lawful and enforceable and the remaining Sections will remain in full force and effect.

### **27. ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement and understanding between you and us relating to the subject matter set out and supersedes any previous agreement, arrangement, promise, assurance, warranty, representation and understanding whether written, oral or implied between you and us relating to its subject matter.

Each party acknowledges that by entering into the Agreement it does not rely on, and hereby waives any rights it may have to, any statement, representation, assurance, warranty or

undertaking (whether written or oral and whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it will have no claim for innocent or negligent representation or negligent misstatement based on any statement in the Agreement. Nothing in the Agreement excludes liability of either party for fraud.

## **28. NO THIRD PARTY RIGHTS**

Except as otherwise set forth herein, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

## **29. GOVERNING LAW**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Cayman Islands (irrespective of the choice of laws principles). This means that your use and/or receipt of the Services, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by the law of the Cayman Islands. Although the Services may be available in other jurisdictions, you hereby acknowledge and agree that such availability shall not be deemed to give rise to general or specific personal jurisdiction over us outside the Cayman Islands.

## **30. HOW TO RESOLVE COMPLAINTS AND DISPUTES**

### **30.1 Complaints**

If you have a complaint about the Services we provide, you should contact us at [support@metri.xyz] setting out in reasonable detail, the nature of your complaint and the resolution you are seeking. We will investigate the complaint and try to resolve it as soon as reasonably practicable.

### **30.2 Informal Dispute Resolution Process**

If an alleged breach, controversy, claim, dispute or difference arises under or in connection with this Agreement (a "**Dispute**"), you agree to first seek to resolve the matter with us amicably by referring the matter to us at [support@metri.xyz] with a detailed description, the date and time the issue arose, your contact information to contact you on and the outcome you are seeking.

### **30.3 Mandatory Binding Arbitration**

If we are unable to resolve a Dispute through Informal Dispute Resolution Process set out above, you and we agree that any Dispute arising directly or indirectly out of or in connection with this Agreement and/or the Services (including non-contractual Disputes) will be resolved by binding arbitration as provided in this Section. Any arbitration proceedings shall be subject to the rules of the London Court of International Arbitration (the "**LCIA Rules**"), which are deemed to be incorporated by reference into this Section. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA Rules. The language to be used in the mediation and in the arbitration shall be English. The seat or legal place of arbitration shall be London.

### **30.4 Waiver of Jury Trial**

You and we hereby acknowledge, represent and warrant that you and we understand that:

- there is no judge or jury in arbitration, and, absent this mandatory provision, the parties may have the right to sue in court and have a jury trial concerning Disputes;
- in some instances, the costs of arbitration could exceed the costs of litigation;
- the right to discovery may be more limited in arbitration than in court; and
- court review of an arbitration award is limited. You and we hereto hereby irrevocably waive any and all right to trial by jury in any action, suit or other legal proceeding arising out of or related to this Agreement or the Services contemplated hereby.

### **30.5 Confidentiality of Arbitration**

Except to the extent necessary to enforce their respective rights under this Agreement or as otherwise required by applicable law or regulation, you and we undertake to maintain confidentiality as to the existence and events of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings, save for disclosure to the relevant party's auditors, legal counsel or other advisors. This provision shall survive the termination of the arbitral proceedings.

### **30.6 Court Jurisdiction**

To the extent that any court is required to consider the enforceability of this Section (AGREEMENT TO BINDING, EXCLUSIVE ARBITRATION), to enforce any judgement of the arbitrator, then, without limiting this Section (AGREEMENT TO BINDING, EXCLUSIVE ARBITRATION) or any other provision of this Agreement, you (A) hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the Cayman Islands for such purpose; (B) agree not to commence any suit, action or other proceeding arising in connection with or based upon this Agreement or the matters contemplated by this Agreement except before the courts of the Cayman Islands, and (C) hereby waive, and agree not to assert, by way of motion, as a defence, or otherwise, in any such suit, action or proceeding, any claim that you are not subject personally to the jurisdiction of the above-named courts, that your property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or its subject matter may not be enforced in or by such court.

### **30.7 Class Action Waiver**

You hereby agree that any arbitration or other permitted action with respect to any Dispute shall be conducted in your individual capacities only and not as a class action or other representative action, and you expressly waive the right to file a class action or seek relief on a class basis.

## **31. NOTICES**

**TO YOU.** We may provide any notice to you under the Agreement using commercially reasonable means, including: (i) posting a notice on the Site; (ii) posting the notice on the PWA; or (iii) using public communication channels. Notices we provide by posting on the Site or any interface or using public communication channels will be effective upon posting.

**TO US.** To give us notice under this Agreement, you must contact us by email at [support@metri.xyz].

## Schedule 1

### Definitions & Interpretation

The definitions and rules of interpretation set out in this Schedule apply to the Agreement:

**"Affiliates"** mean all persons and entities directly or indirectly controlling, controlled by or under the control of a party to the Agreement, where control may be by management authority, equity interest or otherwise.

**"DApps"** means decentralised protocols and applications that run on a peer-to-peer blockchain network.

**"Digital Asset"** means a digital representation of a value or a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology.

**"EOA Account"** means an externally owned account that is controlled by you via your Private Key to manage your Digital Assets.

**"Open Source Software"** means (a) open source software as defined by the Open Source Initiative (<http://opensource.org>), or (b) any other software which, as a condition of its use, development or redistribution, requires that such software, any modifications to that software and/or any other software with which it is combined or distributed be disclosed or distributed in source code form.

**"Owner"** means a smart contract deployed on a Supported Blockchain Network that is given rights to access and authorise transactions from a self-custodial smart contract account (such as a Safe Account) using a Private Key, Passkey or other Security Credential as the case may be.

**"Passkey"** means a credential stored on a user's device or cloud server that acts as an alternative authentication mechanism to a password or Private Key enabling the user to access and authorise transactions from their Safe Account using biometric data or a PIN code.

**"Private Key"** means a unique sequence of numbers and/or letters required to initiate a blockchain transaction and should only be known by the legal owner of the Wallet. A public key is a unique sequence of numbers and letters within the Blockchain to distinguish the network participants from each other.

**"Safe Account"** means a self-custodial smart contract-based wallet deployed on Supported Blockchain Networks that is solely owned and controlled by you via your Passkey.

**"Security Credentials"** means your Private Key, seed phrase or any other credentials owned and controlled by you and which you use to access, control and otherwise interact with your Safe Account.

**"Supported Blockchain Networks"** means a mathematically secured consensus ledger that is supported by Metri.

**"Supported Digital Assets"** mean Digital Assets that are supported by Metri and are therefore compatible with our Services and can be managed using Metri.

**"Supported Third Party Wallets"** mean self-custodial blockchain smart wallets/accounts (that are supported by Metri) generated through third party wallet applications.

**"Third Party Services"** mean third party tools, websites or services from within, or linked to within, Metri.

**"User Generated Content"** has the meaning given to it in Section 16 of the Agreement.

**"Vulnerability"** means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

**"Wallet"** means any digital solution owned and controlled by you that enables you to send instructions to blockchain networks and store Digital Assets.