

Repl Terms of Use

Date Last Revised: December 12, 2023

Please review these Terms of Use of Repl (the “**Terms**”) carefully, as they set forth legally binding terms and conditions between you and the Company that govern your access and/or use of (a) the website located at <https://www.repl.fi/> (the “**Website**”); and (b) the Repl Smart Contracts (as defined below); including related trademarks, and other intellectual property, whether such access and/or use is via (i) the Website (“**Website Access**”) or (ii) command line, locally installed programs, Software Development Kits, software code and blockchain and smart contract explorers (collectively “**Direct Access**”).

For purposes of these Terms, the Website and the Repl Smart Contracts (as defined below) shall be collectively referred to as “**Repl**”.

By accessing and/or using Repl, you (“**you**” or the “**User**”) agree to these Terms on behalf of yourself and any entity you represent, and you represent and warrant that you have the right and authority to do so.

Repl (which includes the Website and the Repl Smart Contracts (as defined below)) are not intended for (a) access and/or use by Excluded Persons (as defined below); or (b) access and/or use by any person or entity in, or accessing or using the Website from, an Excluded Jurisdiction.

Accordingly, Excluded Persons (as defined below) should not access and/or use Repl (which includes the Website and the Repl Smart Contracts (as defined below)).

The Website is owned and operated by Repl Go Limited (“**Company**”), an entity formed under the laws of Seychelles and the Repl Smart Contracts (as defined below) are copyrighted works belonging to the Company and/or its Affiliate(s) (each of User and Company, a “**Party**”, and collectively, the “**Parties**”).

You acknowledge that you will be deemed to have accepted these Terms by accessing and/or using Repl – whether by Website Access or Direct Access.

Company reserves the sole right to change these Terms from time to time. The “Date Last Revised” specified on these Terms indicates the date on which the Terms were last changed. You will be notified of those changes and given the opportunity to review and accept the updated Terms when you next access and/or use Repl. Your acceptance of and/or your continued access and/or use of Repl following notice of the updated Terms will indicate your acknowledgement of and agreement to be bound by the updated Terms.

1 Overview of Repl

1.1 **Repl** has been developed by Company to enable Users to undertake any one or more of the following (“**Repl Activities**”):

- (a) Users can create (“**mint**”) such amount of digital assets known as “**pFIL**” based on the amount of Filecoin (or “**FIL**”) pledged by User on the Filecoin protocol as Miner Collateral (as defined in https://spec.filecoin.io/systems/filecoin_mining/miner_collaterals/#section-systems.filecoin_mining.miner_collaterals), at a ratio of 1 pFIL : 1 FIL pledged as Miner Collateral, up to a specified amount (“**safePledge amount**”) as determined by Repl, as further described at Section 2.1;

- (b) effecting Token Swaps (as defined below) of pFIL and other digital assets supported by Repl (“**Repl Supported Tokens**”) on blockchains supported by Repl (“**Repl Supported Chain**”) on a non-custodial basis, in accordance with the procedures for the “**Swap**” feature of Repl further described at Section 2.3;
- (c) participating in auctions to bid for FIL at a pre-determined price (“**Auction Price**”) denominated in pFIL, in accordance with the procedures for the “**Auction**” feature of Repl further described at Section 2.4; and
- (d) provide liquidity (“**Liquidity Provision**”) in respect of Repl Supported Token pairs (“**Liquidity Token Pairs**”) to liquidity pools developed and maintained by third parties and which Company has made accessible to Users via the Website (“**External Liquidity Pools**”), by way of transfer of such Liquidity Token Pair to a blockchain address associated with a wrapping contract which is a part of the Repl Smart Contracts (as defined below), for purposes of wrapping such Repl Supported Token pairs of the same type as Liquidity Token Pair (“**Wrapping Contract**”) in order for wrapped Liquidity Token Pairs to be deposited into such External Liquidity Pool smart contract designated for non-custodial holding of Repl Supported Token pairs of the same type as Liquidity Token Pair, in accordance with the procedures for the “**Liquidity**” feature of Repl further described at Section 2.5.

1.2 **Repl** enables Users to undertake Repl Activities through the use of smart contracts comprising computer code written based on various blockchain standards and programming languages (collectively, “**Repl Smart Contracts**”), developed by Company and/or its Affiliate(s) (as defined below).

1.3 For purposes of these Terms:

- (a) “**Affiliates**” of an entity means the owners, directors, officers, employees, advisors, agents of such entity and companies in which such entity has an interest;
- (b) “**Repl Documentation**” means the document repository in relation to Repl accessible at <https://docs.repl.fi/>, including the Frequently-Asked-Questions (“**FAQs**”) on Repl accessible at <https://docs.repl.fi/intro-repl/faq>;
- (c) “**Token Swap**” in relation to a Repl Supported Token (“**Quote Token**”) that the User intends to swap for another Repl Supported Token (“**Base Token**”) selected by such User, means:
 - (i) the deposit of Quote Token by such User from a Repl Supported Chain-compatible wallet address designated by such User for the Token Swap to a Wrapping Contract;
 - (ii) the minting by Wrapping Contract of wrapped Quote Token (“**wQuote Token**”), at a ratio of 1 Quote Token : 1 wQuote Token;

- (iii) the deposit by Wrapping Contract of wQuote Token to a blockchain address associated with Repl Smart Contracts for deposit of digital assets of the same type as wQuote Token;
- (iv) the deposit by Repl Smart Contracts of Base Token to the same Repl Supported Chain-compatible wallet address designated by such User to initiate such Token Swap.

1.4 Website Access.

- (a) The Website is a user interface designed by Company to facilitate use of the Repl Smart Contracts by providing a user-friendly interface to access / use the Repl Smart Contracts [although the Repl Smart Contracts are also accessible / can be used via Direct Access]. Company may modify or discontinue support for the Website at any time, in its sole discretion.
- (b) You are hereby granted a non-exclusive, non-transferable, revocable, limited licence to electronically access and use the Website in the manner described in these Terms. You do not have the right, and nothing in these Terms shall be construed as granting you the right, to sub-license any rights in connection with the access and/or use of the Website. Company may revoke or terminate this licence at any time if you use, or attempt to use, the Website in a manner prohibited by these Terms, or if your rights under these Terms are terminated pursuant to Section 6.
- (c) The Website allows a User to read and display data associated with any Repl Supported Chain-compatible wallet address for which that User controls the associated private key and uses to interact with the Repl Smart Contracts by generating standardised transaction messages in order to undertake a Repl Activity and/or Repl Transaction using Repl – including providing a dashboard displaying a User's Repl Supported Tokens in such User's Repl Supported Chain-compatible address that is connected to the Repl Smart Contracts.
- (d) In order to access and/or use Repl via the Website, a User must first connect a Repl Supported Chain-compatible wallet to the Repl Smart Contracts.

1.5 Direct Access. With the necessary technical expertise, it is possible for a User to generate transaction messages to interact with the Repl Smart Contracts via Direct Access directly without use of the Website. **Company is not involved in and has no oversight of any Direct Access and expressly disclaims all responsibility, and User acknowledges that Company and its Affiliates shall have no responsibility for any loss occasioned to a User by or attributable to Direct Access.**

1.6 Repl Smart Contracts.

- (a) Company has developed and deployed (“**Deployment**”) the Repl Smart Contracts. On Deployment, the Repl Smart Contracts hold no digital assets.
- (b) The Repl Smart Contracts and its source code are maintained and modifiable by the Company (and/or its Affiliates). You agree that your right to access and/or use the Repl

Smart Contracts is subject to these Terms. You further agree that you shall not acquire and/or own any legal right, title and/or interest in the Repl Smart Contracts or any intellectual property rights associated thereto, which shall be wholly owned by the Company (and/or its Affiliates).

1.7 Transaction Fees.

- (a) A transaction fee (“**Transaction Fee**”) shall be chargeable to a User for each Repl-related transaction (“**Repl Transaction**”) initiated through the Repl Smart Contracts – whether pledging of Miner Actor to Repl, effecting Miner Actor Ownership Transfer, minting of pFIL, Miner Actor Claim Back, Token Swap, Liquidity Provision or participation in Auctions. Such Transaction Fees are separate and distinct from any other amount(s) payable in the execution of specific transactions via the Repl Smart Contracts, if any.
- (b) The Transaction Fee for a specific Repl Transaction will be displayed to Users of the Website during the initiation of such Repl Transaction and must be accepted by a User before executing such Repl Transaction.
- (c) A User hereby consents to such fees being debited from such User’s Repl Supported Chain-compatible wallet that such User connects to the Repl Smart Contracts for purposes of effecting a Repl Transaction, at the time such Repl Transaction is processed. Similar transaction fees may also be levied on Users accessing and using the Repl Smart Contracts via Direct Access.
- (d) Such Transaction Fees may be subject to variation through on-chain governance with such variation implemented by Company via variations to the Repl Smart Contracts.

2 **Using Repl**

2.1 Minting pFIL:

- (a) A User who wishes to mint pFIL via the Protocol must first have pledged (“**Pledged**”) such User’s FIL on the Filecoin protocol as Miner Collateral, by depositing FIL from a User-designated Repl Supported Chain-compatible wallet address (such address, “**User Pledging Address**”) into Filecoin protocol-designated smart contracts known as “**Miner Actors**”.
- (b) Provided that a User has Pledged FIL on the Filecoin protocol, such User may pledge such User’s Miner Actor (“**Pledged Miner Actor**”) to the Repl Smart Contracts and subsequently mint pFIL, via the “**Mint pFIL**” feature accessible through the Website or Direct Access, as described below:
 - (i) User must first create an agent contract (being a Repl-designated smart contract address) (“**Agent Contract**”) and designate the Agent Contract as the new owner of such User’s Pledged Miner Actor (“**Miner Actor Ownership Transfer**”). In effecting Miner Actor Ownership Transfer to the Agent Contract, User acknowledges that the User Pledging Address shall cease to control the digital assets held in such Miner Actor and any withdrawal therefrom. Consequently, the Agent Contract shall have control over the digital assets held in such Miner Actor

and any withdrawal therefrom. Neither Repl nor the Company and/or any of its Affiliates will have control over the withdrawal of any digital assets held in any Pledged Miner Actors.

- (ii) After such User has effected Miner Actor Ownership Transfer, the safePledge amount (being the maximum amount of pFIL which may be minted by User pursuant to such Pledged Miner Actor) will be computed by Repl. Subject to any waiting period as may be imposed by Repl, User may mint such amount of pFIL at a ratio of 1 pFIL : 1 FIL, up to the safePledge amount.
- (c) The process for minting pFIL is further described under the tab entitled “*How Do I Mint pFIL?*” of the FAQs and the step-by-step guide accessible at <https://docs.repl.fi/minting/mint>.
- (d) A User accessing and/or using Repl to mint pFIL is deemed to have read and understood the Repl Documentation, and acknowledges and accepts all risks relating to minting pFIL (including any such risks as may be set out in the Repl Documentation) and all fees relating to minting pFIL, including in particular Transaction Fees chargeable in respect of minting pFIL.

2.2 Miner Actor Claim Back:

- (a) A User who has pledged a Miner Actor to Repl and effected Miner Actor Ownership Transfer may reclaim ownership of such Pledged Miner Actor and effect return of ownership of such Miner Actor to the User Pledging Address (“**Miner Actor Claim Back**”) provided that, where such User has minted pFIL pursuant to such Pledged Miner Actor (“**Actual Minted pFIL**”), the amount of Recovered FIL (as defined below) is at least equal to or exceeds the Required FIL Amount (as defined below).

- (b) For purposes hereof:

“**Recovered FIL**” means such FIL attributed to Pledged Miner Actor pursuant to: (1) block rewards earned, as well as the release of any Pledged FIL, arising from the mining operations of such Pledged Miner Actor over time; and (2) any additional FIL deposited by such User into such Pledged Miner Actor; and

“**Required FIL Amount**” means the minimum amount of FIL required for the Repl Smart Contracts designated by Repl to buy back and burn such amount of pFIL equivalent to all of User’s Actual Minted pFIL (on the basis of 1 pFIL : 1 FIL), before such User may effect Miner Actor Claim Back.

- (c) The process for effecting Miner Actor Claim Back is further described under the tab entitled “*How Do I Claim Back My Miner?*” of the FAQs and the step-by-step guide accessible at <https://docs.repl.fi/minting/claim>.

2.3 Token Swaps:

- (a) Token Swaps may be effected via the “**Swap**” feature accessible through the Website or Direct Access. A User may initiate a Token Swap by indicating the amount of Quote Token or Base Token to be subject of such Token Swap.
- (b) The process for effecting Token Swaps is further described under the tab entitled “*How Do I Buy/Sell pFIL?*” of the FAQs and the step-by-step guide accessible at <https://repl-docs.vercel.app/buying/>.
- (c) A User accessing and/or using Repl to effect Token Swaps is deemed to have read and understood the Repl Documentation, and acknowledges and accepts all risks relating to Token Swaps (including any such risks as may be set out in the Repl Documentation), any inherent smart contract risks and security vulnerability risks pertaining to the Repl Smart Contracts (including the Wrapping Contracts) and all fees relating to Token Swaps, including in particular Transaction Fees chargeable in respect of Token Swaps.

2.4 Auctions:

- (a) A User may participate in an Auction on Repl via the “**Auction**” feature accessible via Website Access or Direct Access, by bidding for such User’s desired amount of FIL (up to the amount of FIL which remains available to be auctioned in such Auction) (“**Bid**”) at the prevailing Auction Price, before the expiry of the applicable bidding window.
- (b) In the event such User’s Bid is successful:
 - (i) such User will effect transfer of the required pFIL from such User’s designated Repl Supported Chain-compatible wallet address to a blockchain address associated with the Repl Smart Contracts for deposit of pFIL in connection with such Auction; and
 - (ii) such User will receive such amount of FIL subject of such User’s successful Bid, by way of deposit by Repl Smart Contracts of FIL to the same Repl Supported Chain-compatible wallet address designated by such User to initiate such Bid.
- (c) The process for participating in Auctions is further described under the step-by-step guide accessible at <https://docs.repl.fi/category/auction-1>.
- (d) A User accessing and/or using Repl to participate in Auctions is deemed to have read and understood the Repl Documentation, and acknowledges and accepts all risks relating to Auctions (including any such risks as may be set out in the Repl Documentation) and all fees relating to Auctions, including in particular Transaction Fees chargeable in respect of Auctions.

2.5 Liquidity Provision:

- (a) A User may effect Liquidity Provision in respect of Repl Supported Token pairs (being Liquidity Token Pairs) and may earn rewards in respect of such Liquidity Provision in External Liquidity Pools, made accessible to Users via the “**Liquidity**” feature accessible via Website Access or Direct Access.

- (b) The processes for effecting Liquidity Provision, withdrawal of Liquidity Token Pairs are further described under the step-by-step guide entitled “Providing Liquidity to pFIL/FIL” accessible at <https://repl-docs.vercel.app/buying/lp>.
- (c) A User accessing and/or using Repl to effect Liquidity Provision is deemed to have read and understood the Repl Documentation, and acknowledges and accepts all risks relating to Liquidity Provision (including any such risks as may be set out in the Repl Documentation) and all fees relating to Liquidity Provision, including in particular:
 - (i) that Transaction Fees are chargeable in respect of Liquidity Provision and withdrawal of Liquidity Token Pairs; and
 - (ii) that Company and its Affiliates shall have no responsibility for any loss occasioned to such User who shall have no claim against Company and its Affiliates in respect thereof.

2.6 Buy-back of pFIL and Distribution of Rewards to pFIL Holders:

- (a) In the event a User has effected Miner Actor Claim Back and the Repl Smart Contracts effect a buy-back of Recovered FIL in return for pFIL (“**Repurchased pFIL**”):
 - (i) where the amount of Repurchased pFIL is the same as that of such User’s minted pFIL pursuant to that Pledged Miner Actor, all of the Repurchased pFIL will be burned; or
 - (ii) where the market price of 1 FIL is lower than that of 1 pFIL, such that the amount of Repurchased pFIL exceeds that of such User’s minted pFIL pursuant to that Pledged Miner Actor, the excess amount of pFIL will be distributed amongst holders of pFIL (“**pFIL Holders**”), after deducting a Transaction Fee.
- (b) The process for pFIL Holders (being Users of Repl) to receive rewards in the form of excess Repurchased pFIL is further described under the tab entitled “*How Do I Earn Dividends?*” of the FAQs.

3 Representations & Warranties

- 3.1 You make the following representations and warranties regarding your access and/or use of Repl:
- (a) THAT you are legally permitted to access and/or use Repl in your jurisdiction and your access and/or use of Repl is in compliance with the laws of your jurisdiction, and you acknowledge that Company is not liable for your compliance or non-compliance with any such laws;
 - (b) THAT your agreement to these Terms and your access and/or use of Repl does not constitute, and that you do not expect it to result in, a breach, default, or violation of any applicable law or any contract or agreement to which you are a party or are otherwise bound;

(c) THAT you are not an Excluded Person and are not in an Excluded Jurisdiction, and are not accessing or using Repl from an Excluded Jurisdiction and for purposes hereof :

- (i) **“Excluded Jurisdiction”** means any of the following jurisdictions : **(1)** the United States of America and its territories and possessions (collectively, the **“United States”**); **(2)** the People’s Republic of China; **(3)** Singapore; and **(4)** a jurisdiction identified by the Financial Action Task Force (FATF) for strategic AML/CFT deficiencies and included in FATF’s listing of “High-risk and Other Monitored Jurisdictions” accessible at <https://www.fatf-gafi.org/en/publications/High-risk-and-other-monitored-jurisdictions/Increased-monitoring-october-2023.html> or “Jurisdictions Subject to a Call for Action” accessible at <https://www.fatf-gafi.org/en/publications/High-risk-and-other-monitored-jurisdictions/Call-for-action-october-2023.html>; and/or **(4)** a jurisdiction in which Repl would be subject of licensing;
- (ii) **“Excluded Persons”** refers to the following person(s) : **(1)** a person who is a citizen, domiciled in, resident of, or physically present / located in an Excluded Jurisdiction; **(2)** a body corporate: (a) which is incorporated in, or operates out of, an Excluded Jurisdiction, or (b) which is under the control of one or more individuals who is/are citizen(s) of, domiciled in, residents of, or physically present / located in, an Excluded Jurisdiction; **(3)** an individual or body corporate included in United Nations Consolidated List (accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>); **(4)** an individual or body corporate which is otherwise prohibited or ineligible in any way, whether in full or in part, under any laws applicable to such individual or body corporate from accessing and/or using Repl; and/or **(5)** a U.S. person.

For purposes of these Terms, a **“U.S. person”** means:

- (A) any natural person resident in the United States;
- (B) any partnership or corporation organised or incorporated under the laws of the United States;
- (C) any estate of which any executor or administrator is a U.S. person;
- (D) any trust of which any trustee is a U.S. person;
- (E) any agency or branch of a foreign entity located in the United States;
- (F) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (G) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States;
- (H) any partnership or corporation if:

- (i) organised or incorporated under the laws of any foreign jurisdiction; and
 - (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act of 1933 of the United States of America, unless it is organised or incorporated, and owned, by accredited investors (as defined in Regulation D of that Act) who are not natural persons, estates or trusts; and
- (I) any citizen of United States who is a military personnel of United States who is not resident in or outside of the United States,

but does not include :

- (J) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (K) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:
- (i) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
 - (ii) the estate is governed by foreign law;
- (L) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
- (M) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- (N) any agency or branch of a U.S. person located outside the United States if:
- (i) agency or branch operates for valid business reasons; and
 - (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and

- (O) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans;
- (d) THAT you will not, and will not attempt to, authorise anyone other than you to access and/or use Repl using a Repl Supported Chain-compatible wallet owned by you or for which you control the private keys, or otherwise engage in Prohibited Use (as defined below) using such Repl Supported Chain-compatible wallet;
- (e) THAT you will not disrupt, interfere with, or otherwise adversely affect the normal flow of Repl or otherwise act in a manner that may negatively affect other Users' experience when accessing and/or using Repl including taking advantage of software vulnerabilities and any other act that intentionally abuses or exploits the design of Repl;
- (f) THAT:
 - (i) you have read and understood the Repl Documentation and accept all risks as may be set out therein or associated with the use of Repl, including smart contract risks, market volatility risks and risks associated with hacks, exploits, malfunctions, modifications of transaction data that could affect or result in unsuccessful Repl Transactions or misuse of smart contracts and oracles, which may result in a loss of digital assets. Notwithstanding that you may be using a Repl Supported Chain-compatible wallet to undertake a Repl Activity and/or Repl Transaction, you acknowledge that you bear all risks arising from and/or in connection with any modification of transaction payload data which you may procure or cause, in connection with your use of such Repl Supported Chain-compatible wallet in undertaking such Repl Activity and/or Repl Transaction;
 - (ii) you are sophisticated in using and evaluating blockchain technologies and related blockchain-based digital assets, including the Repl Supported Chains and Repl Supported Tokens, as well as smart contract systems, automated market making protocols, liquidity pool pricing bonding curves, the concept of pricing slippage and the mechanism of liquidity attribution in Repl; and
 - (iii) you have evaluated and understand all functions of and all risks associated with your access and/or use of Repl and your undertaking of any Repl Activity and/or Repl Transaction using Repl and have not relied on any information, statement, representation, or warranty, express or implied, made by or on behalf of Company with respect to the access and/or use of Repl and your undertaking of any Repl Activity and/or Repl Transaction using Repl.

3.2 All of the above representations and warranties are true, complete, accurate and not misleading from the time of your acceptance of these Terms and are deemed repeated each time you access and/or use Repl.

4 Prohibited Use

4.1 You may not, directly or indirectly, engage in any of the following activities in connection with your access and/or use of Repl (“**Prohibited Uses**”):

- (a) A violation of any law, rule, or regulation of any jurisdiction that is applicable to you;
- (b) Violations or breaches of these Terms or any other document from time to time governing the access and/or use of Repl;
- (c) Permit others to access and/or use Repl or otherwise undertake any Repl Activity and/or Repl Transaction using a Repl Supported Chain-compatible wallet address that you control;
- (d) Perform, or attempt to perform, any actions that would interfere with the normal operation of Repl or affect the access and/or use of Repl by other Users;
- (e) Engage in, or knowingly facilitate, any fraudulent, deceptive, or manipulative transaction activity in any digital asset using Repl, including by engaging or participating in “front-running”, “wash trading”, “pump and dump schemes”, or similar activities;
- (f) Engage in, or knowingly facilitate, any money laundering, terrorist financing, or other illegal activities;
- (g) Access or attempt to access non-public systems, programs, data, or services;
- (h) Copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content or any part of Repl, except as expressly permitted by applicable laws; and
- (i) Reverse engineer or attempt to reverse engineer Repl except as expressly permitted by applicable law.

5 Waivers

5.1 You agree and acknowledge that Company and its Affiliates shall not be liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of fund, asset, revenue, income or profits, and loss of use or data), arising out of or in connection with your access and/or use of Repl or your undertaking of any Repl Activity and/or Repl Transaction, or use of your Repl Supported Chain-compatible wallet in connection thereto.

5.2 You undertake not to initiate or participate, and waive the right to participate in, any class action lawsuit or a class-wide arbitration against Company and/or its Affiliates in respect of your access and/or use of Repl or your undertaking of any Repl Activity and/or Repl Transaction.

5.3 By accepting these Terms, you waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against Company and its Affiliates in connection with your access and/or use of Repl or your undertaking of any Repl Activity and/or Repl Transaction.

6 Termination

- 6.1 These Terms will remain in full force and effect for so long as you access and/or use Repl or undertake any Repl Activity and/or Repl Transaction. Company may suspend or terminate your rights to access and/or use Repl at any time for any reason at Company's sole discretion, including for any access and/or use of Repl in violation of these Terms.
- 6.2 Upon termination of your rights under these Terms, your right to access and/or use Repl will terminate immediately.
- 6.3 Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including blacklisting any blockchain address you may have used to access Repl. Even after your rights under these Terms are terminated, Sections 5, 6.3, 7 and 8 of these Terms will remain in effect.

7 Disclaimers and Limitation of Liability

7.1 Disclaimer.

- (a) REPL (WHICH INCLUDES THE WEBSITE AND THE REPL SMART CONTRACTS) ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. COMPANY DOES NOT MAKE ANY WARRANTY THAT REPL WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO REPL, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO [SIXTY (60) DAYS] FROM THE DATE OF FIRST USE.
- (b) COMPANY DOES NOT ENDORSE ANY THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY INTERACTIONS OR TRANSACTIONS YOU ENTER INTO WITH ANY OTHER THIRD PARTY, OR FOR ANY LOSS ARISING FROM YOUR RELIANCE ON ANY REPRESENTATION MADE BY OR ANY INFORMATION PROVIDED BY ANY OTHER THIRD PARTY (INCLUDING ANY ORACLE PROVIDERS). YOU AGREE THAT COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF ANY INTERACTIONS BETWEEN YOU AND ANY THIRD PARTY (INCLUDING ANY WALLET PROVIDERS) AND/OR ANY ACT UNDERTAKEN BY YOU USING THIRD-PARTY SOFTWARE.

7.2 Limitation of Liability.

- (a) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, INCLUDING LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOLLOWING LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY AND/OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF REPL, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, REPL IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA, OR LOSS OF FUND RESULTING THEREFROM.
- (c) COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR FAILURE TO KEEP YOUR PRIVATE KEYS OR LOGIN CREDENTIALS TO YOUR WALLET SECURE OR ANY OTHER UNAUTHORISED ACCESS TO OR TRANSACTIONS INVOLVING YOUR WALLET.
- (d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF COMPANY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF THE AMOUNT OF TRANSACTION FEES PAID BY YOU IN CONNECTION WITH YOUR ACCESS AND/OR USE OF REPL DURING THE PRECEDING [TWELVE (12) MONTHS]. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

7.3 Indemnification. You agree to indemnify and hold Company and its Affiliates (each an “**Indemnified Party**”, and collectively “**Indemnified Parties**”) harmless from any loss, claim or demand made, including costs and attorneys’ fees, due to or arising out of:

- (i) your access and/or use of Repl (which includes the Website and the Repl Smart Contracts) or your undertaking of any Repl Activity and/or Repl Transaction (including pledging of Miner Actor to Repl, Miner Actor Ownership Transfer, minting of pFIL, Miner Actor Claim Back, Token Swap, Liquidity Provision or participation in Auctions);
- (ii) your non-observance of these Terms; and/or
- (iii) your violation of applicable laws or regulations.

The relevant Indemnified Party reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to provide indemnification, and you agree to cooperate in the defense of these claims. You agree not to settle any matter without the prior written consent of the relevant Indemnified Party or Indemnified Parties. The relevant Indemnified Party will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

7.4 Taxes. You are solely responsible for determining the tax implications and tax reporting requirements associated with your access and/or use of Repl and/or associated with any Repl Activities and/or Repl Transactions you undertake, and for paying any applicable taxes in each

applicable jurisdiction in relation thereto. Company is not responsible for determining whether there are tax implications or tax reporting in connection with your access and/or use of Repl and/or associated with any Repl Activities and/or Repl Transactions you undertake, or for paying any applicable taxes in relation thereto.

7.5 Potential Risks Associated with Access and/or Use of Repl (which includes the Website and the Repl Smart Contracts).

- (a) Like all software, Repl (which includes the Website and the Repl Smart Contracts) may be subject to exploits. Company is not responsible for exploits of any kind. While Company has taken a number of precautions to ensure the security of Repl (which includes the Website and the Repl Smart Contracts), the technology is relatively new and it is not possible to guarantee that the code is completely free from bugs or errors. Users accept all risks that arise from access and/or use of Repl (which includes the Website and the Repl Smart Contracts), including, and not limited to, the risk of any digital assets being lost due to a failure, malfunction or exploit of Repl (whether in relation to the Website, the Repl Smart Contracts and/or the Repl Supported Chains).
- (b) You are solely responsible for securing the private keys associated with any Repl Supported Chain-compatible wallet you may use when accessing and/or using Repl. You understand that anyone who obtains your private keys and access to your device may access such Repl Supported Chain-compatible wallet controlled with those private keys with or without your authorisation and may transfer out any digital assets from the blockchain address associated with such Repl Supported Chain-compatible wallet.
- (c) The value of any digital asset, where value is attached to such an asset, may fluctuate. Company makes no guarantees as to the price or value of any digital asset on any secondary market, including the yield attributable to any Repl Activity and/or Repl Transaction that you undertake.
- (d) The following risks are associated with blockchain-based digital assets involved in connection with your access and/or use of Repl and your undertaking of Repl Activities and/or Repl Transactions : the risk of losing private keys, theft resulting from third parties discovering your private key, value fluctuation of digital assets on the secondary market, disruptions to the Repl Supported Chains connected to Repl caused by network congestion, lack of usability of, or loss of value with respect to, digital assets due to a hard fork or other disruption to the Repl Supported Chains connected to Repl, or errors or vulnerabilities in the smart contract code associated with a given digital asset or transactions involving digital assets. Transfers on the Repl Supported Chains are irreversible. Once an instruction, signed by the required private key(s), to transfer a digital asset from one blockchain address to another has been executed, it cannot be undone.
- (e) Support for your access and/or use of Repl (which includes the Website and the Repl Smart Contracts) whether via the Website and/or Direct Access or for your undertaking of any Repl Activity and/or Repl Transaction (including pledging of Miner Actor to Repl, Miner Actor Ownership Transfer, minting of pFIL, Miner Actor Claim Back, Token Swap, Liquidity Provision or participation in Auctions) may be modified or discontinued at any

time, and Company reserves the right, at any time, in its sole discretion, to modify the Website and/or the Repl Smart Contracts.

- (f) In the event of a change or other network disruption to a Repl Supported Chain connected to Repl, whether resulting in a fork of a Repl Supported Chain connected to Repl, Repl may halt and stop functioning and you may not be able to undertake or complete any Repl Activity and/or Repl Transaction. In addition, in the event of a fork, Repl Activity and/or Repl Transaction on that Repl Supported Chain may be disrupted.
- (g) The Repl Supported Chains connected to Repl charge a fee for engaging in a transaction on the applicable network. Those network transaction fees fluctuate over time depending on a variety of factors. You are solely responsible for paying network transaction fees associated with any Repl Activity and/or Repl Transaction you undertake using Repl on the applicable Repl Supported Chain connected to Repl. You are also solely responsible for any other third-party fees that may be incurred in connection with your access and/or use of Repl.

8 Dispute Resolution. Subject always to Sections 5 and 7 of these Terms, any claim, suit, or dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration administered by the Singapore International Arbitration Centre (in this Section 8, “**SIAC**”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Section. The arbitration tribunal shall consist of a sole arbitrator to be appointed by the President of the SIAC. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. This arbitration agreement shall be governed by Singapore law. In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 of Singapore in relation to the arbitration, the Parties agree (a) to commence such proceedings before the Singapore International Commercial Court (in this Section 8, “**SICC**”); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.

9 Electronic Communications with Company. The communications between you and Company use electronic means, either through the Website or electronic mail, whether Company communicates by posting notices on the Website, or communicates with you via email. For contractual purposes, you: (i) hereby consent to receive communications from Company in any electronic form; and (ii) hereby agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that would also be satisfied if such communications were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights under any applicable law.

10 Governing Law and Jurisdiction

10.1 These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Seychelles.

10.2 Repl may not be available or permitted by laws for use in some jurisdictions (including the Excluded Jurisdictions). Company and its Affiliates do not represent or warrant that Repl or any

part thereof is available or permitted by laws for use in any particular jurisdiction. In choosing to access and/or use Repl, you do so on your own initiative and at your own risk, and you are responsible for complying with all applicable local laws, rules and regulations.

11 General

- 11.1 Entire Terms. These Terms constitute the entire agreement between you and Company regarding your access and/or use of Repl. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”.
- 11.2 Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 11.3 Relationship of the Parties. Nothing contained in these Terms will be deemed to be construed by the Parties or any third party as creating a partnership, an agency relationship or joint venture between the Parties or any of their respective employees, representatives, or agents.
- 11.4 Third party rights. Save for the Indemnified Parties who shall have rights and benefits to the extent accorded thereto under these Terms, any person who is not a Party to these Terms shall have no right to enforce any provisions of this Terms.
- 11.5 Assignment. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.
- 11.6 Changes. Company reserves the right to change these Terms in its sole discretion from time to time. The “Date Last Revised” specified on these Terms indicates the date on which the Terms were last changed. You will be given the opportunity to review and accept the updated Terms when you next access and/or use Repl. These changes will be effective upon your acceptance of the updated Terms. In addition, continued access and/or use of Repl following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.
- 11.7 Waiver. A waiver by Company of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorised representative of Company and shall apply only to the circumstances for which it is given. The failure of Company to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.