

# REDFI TERMS OF USE

**Last Updated:** February 17, 2025

The Terms of Use and any terms and conditions incorporated herein by reference (collectively, the “**Terms**”) govern your use of the www.redfi.io website (the “**Site**”), any mobile device applications made available to you by REDLINE BLOCKCHAIN, S.A., a Panamanian corporation registered under Folio No.155712200 of the Public Registry of Panama, (the “**Company**,” “**we**,” or “**us**”), and any other services made available to you by us, including any software interface that enables you to (a) purchase Crypto assets or transfer funds/FIAT for yourself through one of our third-party service providers, and (b) withdraw your FIAT or Crypto assets (collectively with the Site and any other current or future features and/or applications, the “**Services**”). By accessing, browsing, or otherwise using the Services, by creating an account with us or by clicking “Agree” when prompted to do so on the Site, you agree that you have read, understood, and accepted all of the Terms and our Privacy Policy (the “**Privacy Policy**”), which is incorporated by reference into the Terms.

We may change, amend, or revise the Terms from time to time and at any time, in our sole discretion. When we make changes, we will make the updated Terms available on the Site and update the “Last Updated” date at the beginning of the Terms accordingly. Please check the Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use of our Services after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, then you should not continue to access or use our Services.

**NOTICE: Please read the Terms and the Privacy Policy carefully as they govern your use of the Services. The Terms contain important information, including a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved. The Services are only available to you—and you should only access the Services—if you agree completely with the Terms. BY USING OUR SERVICES OR BY CLICKING “I ACCEPT” BELOW OR CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND ALL TERMS AND AGREEMENTS INCORPORATED HEREIN.**

If you accept the Terms on behalf of a legal entity, by accessing or using the Services or by clicking “Agree” below or clicking a box indicating your acceptance, you represent that you have the legal authority to accept the Terms on that entity’s behalf, in which case “you” (*except as used in this paragraph*) will mean that entity. If you do not have such authority, or if you do not accept all of the Terms, then we are unwilling to make our Services available to you. If you do not agree to the Terms, neither you nor the entity on behalf of which you are acting should not access or use our Services.

## **1. ACCOUNT.**

**1.1.** You must create an account with us to use our Services (an “**Account**”). To create an Account, we will require that you submit certain Account information, which may include, but not be limited to, your name, email address, mobile phone number, street address, zip code, date of birth, social security number, and other government-issued identification documents to us. The first time you access your Account using a new device we may require you to authenticate your

Account with additional information. If your Account cannot be authenticated, then you may not have access to the Account. By creating an Account, you agree to provide accurate, current, and complete Account information about yourself, and to maintain and promptly update as necessary your Account information.

**1.2.** When creating your Account, you will be required to select a username to identify yourself when using our Services. You may not select a username that misleads or deceives others as to your identity. We may require you to change your username or details of your Account information in our sole discretion, and we may reclaim or make unavailable your username without liability to you.

**1.3.** By creating your Account, you represent and warrant that you (a) are at least 18 years of age or of legal age to form a binding contract under applicable law; (b) are an individual, legal person or other organization with full legal capacity and authority to enter into the Terms; and (c) have not previously been suspended or removed from using our Services.

**1.4.** You hereby authorize us, directly or through third parties, to make any inquiries we consider necessary to validate information about you and your Account. This may include asking you for further information and/or documentation about your Account usage or identity, requiring you to take steps to confirm ownership of your email address, mobile phone number or financial instruments, or verifying your information against third party databases or through other sources.

**1.5.** We may reject your application to create your Account, or cancel an existing Account, for any reason, in our sole discretion, but you will continue to have all rights related to the crypto/FIAT custodied with the Custodian.

**1.6.** We will use the email address/phone number you provide as the primary method for communicating about your account and providing you with any necessary technical support. You must keep your email address and other contact information current in your Account profile.

**1.7.** By providing us with a mobile phone number, you consent to receiving text (i.e. SMS) messages from us. Standard text messaging rates may apply based on your plan with your mobile carrier.

**1.8.** You must not impersonate any other person or entity to access an Account with us or access anyone else's Account without that person's prior permission. You must not create any Accounts by automated means or under false or fraudulent pretenses.

**1.9.** You agree that you will use the Services only in a manner that complies with all applicable laws, and that you are solely responsible for any improper or unlawful activity in connection with the registration of or use of your Account, including any misrepresentations made in connection with the creation of your Account.

**1.10.** We will share your Account information and desired transaction information with third-party service providers who fulfill transaction requests in accordance with our Privacy Policy. You are responsible for the security of your Account. If you become aware of any unauthorized use of your password or of your Account, then you agree to notify us immediately at [help@redfi.io](mailto:help@redfi.io).

## **2. PURCHASING CRYPTOCURRENCY.**

**2.1.** For each purchase of cryptocurrency, you will be required to do the following: (a) select the dollar value of Crypto Assets you would like to purchase; (b) select whether you will make a one-time purchase or multiple purchases on a recurring schedule; (c) provide payment information, which may be “REDFi (FIAT)” account information for ACH transactions or, if we make purchases by credit card or debit card available, then such card’s number and associated information; and (d) agree to the Custodian’s self-directed custodial account agreement. We may require you to create an Account at any time to complete a purchase of cryptocurrency.

**2.2.** On a daily basis, we deliver the information provided in Section 2.1 to partner company (the “**Custodian**”), who will (a) sell to you Crypto Assets in the amount you requested (plus the Fee (as defined below)) using your payment information we provide to it; (b) transfer the purchased Crypto Assets to the digital wallet created to custody the purchased Crypto Assets for you; (c) transfer a portion of the Fee to a digital wallet created to custody Crypto Assets for us; and (d) upon the expiration of lock from the time of purchase of the crypto, at your request, transfer the crypto to other digital wallet identified by Redline Blockchain.

**2.3.** For use of our Services, we charge a percentage (*as displayed on the Site at the time of your use of our Services*) of the purchase price of Crypto Assets (the “**Fee**”) for offering the Services and as compensation to the Custodian.

**2.4.** Although we provide information that indicates a price for the Crypto Assets being purchased, we do not sell the Crypto Assets or broker the sale of crypto. The entire purchase of the Crypto Assets is done between you and the Custodian, which may result in a different price for the Crypto Assets being purchased than the implied price displayed when using our Service.

**2.5. Token Listings & Risk Disclosures.** The Company does not endorse, guarantee, or provide investment advice regarding any digital assets listed on our platform. The inclusion of a digital asset on the platform does not indicate approval or verification of its legality, security, or suitability for any purpose. Digital asset transactions carry inherent risks, including but not limited to price volatility, technical vulnerabilities, and regulatory changes. Users are solely responsible for conducting their own due diligence and assessing the risks before making any transactions. The Company is not liable for any losses incurred due to market fluctuations or other risks associated with digital assets. The digital assets listed on our platform may not be registered or regulated under securities laws in any jurisdiction. It is your responsibility to determine the regulatory status of any digital asset before transacting.

**2.6. Stablecoin & Token Delisting Policy.** Redfi reserves the right to delist, remove, or restrict the trading of any stablecoin or digital asset at any time, at its sole discretion, based on the following factors: i.) regulatory action or classification as an unregistered security; ii.) significant liquidity concerns or extreme price volatility; iii.) identified technical vulnerabilities, such as smart contract exploits; or iv.) concerns regarding fraud, manipulation, or illicit activity associated with the asset. Users acknowledge that Redfi is not liable for losses resulting from token delisting and are responsible for withdrawing or converting their holdings before the delisting takes effect.

**2.7. Forks and Airdrops.** The Company does not guarantee support for blockchain forks or airdropped assets associated with digital assets listed on the platform. Decisions to support such events will be made at the Company’s sole discretion and may be subject to additional terms.

**2.8. Platform Security.** We implement reasonable security measures to safeguard your digital

assets and account information. However, you acknowledge and agree that the storage and transmission of digital assets involve inherent risks, including hacking, phishing, and other cyber threats. The Company is not liable for any unauthorized access, loss, or theft of digital assets unless caused by the Company's gross negligence or willful misconduct. Users are responsible for maintaining the security of their accounts, including safeguarding passwords and enabling two-factor authentication (2FA). Failure to do so may increase the risk of unauthorized access or loss, for which the Company assumes no liability.

**2.9. Insurance & Asset Recovery.** User assets custodied on our platform are not insured unless explicitly stated otherwise. In the event of loss due to a platform failure or security breach, the Company will make reasonable efforts to assist in recovery but does not guarantee reimbursement.

### **3. OUR RELATIONSHIP WITH THE CUSTODIAN.**

**3.1.** We do not have any right to direct, and the Custodian will not take any direction from us regarding, Crypto Assets purchased through the Custodian or any of partner of the Custodian. The Custodian will never commingle with the Crypto Assets that it custodies on our behalf with any of the Crypto Assets that you purchase. The Custodian will never provide us with any control or decision-making right with respect to any Crypto Assets the Custodian custodies on your behalf. For the avoidance of doubt, we shall not be named an agent with respect to your custodial account with the Custodian.

**3.2.** While we facilitate the process of purchasing and storing crypto assets through our Services, we are not a party to the custody agreement between you and the Custodian. The Custodian operates independently and retains full control and responsibility over the custody of assets, including compliance with any applicable laws or regulations governing custodial services. We do not direct, control, or assume liability for any transactions or actions taken by the Custodian on your behalf.

### **4. REGULATORY COMPLIANCE.**

**4.1.** The Company operates in compliance with applicable laws and regulations in Panama, including those related to anti-money laundering ("**AML**"), counter-terrorism financing ("**CTF**"), and consumer protection. The Company is not regulated by securities regulators in other jurisdictions. Users are solely responsible for ensuring that their use of the Services complies with the laws and regulations of their jurisdiction. Users may be required to provide additional information or documentation to comply with AML/CTF laws or other applicable regulations. Failure to provide such information may result in the suspension or termination of your account or transactions.

**4.2.** As part of our commitment to maintaining the integrity of the financial system, we comply with Panama's AML/CTF laws and applicable international standards. This includes the requirement to collect and verify customer identification information ("**KYC**"). By using our Services, you agree to provide all necessary information and documentation for identity verification purposes. We reserve the right to suspend or terminate your account if you fail to comply with our AML/CTF policies or if we detect suspicious or unlawful activity.

**4.3.** In addition, we comply with economic sanctions and trade restrictions, including those

implemented by the Office of Foreign Assets Control (“**OFAC**”) of the United States Department of the Treasury. This means that we or anyone using our Services cannot take part in transactions that involve designated people or places, as determined by agencies like OFAC. Nobody using our Services, regardless of their location, may engage in transactions involving (a) certain geographic areas, such as Crimea, Cuba, Iran, North Korea, and Syria, or any individual or entity operating or residing places; (b) individuals or entities identified on sanctions lists such as OFAC’s Specially Designated Nationals (“**SDN**”) List or Foreign Sanctions Evaders (“**FSE**”) List, including, without limitation in them, any digital currency addresses attributable to any individuals or entities; and (c) nationals of Cuba, regardless of location, unless citizenship or permanent residency outside of Cuba has been established. In addition to compliance with U.S. sanctions, as outlined above, we also comply with Panamanian laws, including the obligations set forth by the Panamanian Financial Intelligence Unit and other applicable trade and economic restrictions. Users are responsible for ensuring compliance with their local jurisdictions’ laws and sanctions when engaging in transactions through our Services.

**4.4.** To ensure compliance with sanctions programs, you are prohibited from using your Account while in certain geographic locations. If we have reason to believe you are operating your Account from a sanctioned location, such as any of the places listed above, or are otherwise in violation of any economic sanction or trade restriction, then we may suspend or terminate your use of our Services, including to cancel any purchases or withdrawals of Crypto Assets that are in progress at the time. You generally are not permitted to make products or services that originate from sanctioned areas available for sale. This includes items that pre-date sanctions since we have no way to verify when they were removed from the restricted location. In addition to complying with OFAC and applicable local laws, other countries may have their own trade restrictions and certain items may not be allowed for export or import under international laws. You should consult the laws of any jurisdiction when a transaction involves international parties.

**4.5.** Third-party payment processors and custodians may independently monitor transactions for sanctions compliance and may block transactions as part of their own compliance programs. We have no authority or control over the independent decision-making of these providers. The economic sanctions and trade restrictions that apply to your use of our Services are subject to change, so you should check sanctions resources regularly. For legal advice, please consult a qualified professional.

**4.6.**

**5. OUR RIGHTS.** We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate or add to any of our Services; (b) to suspend or terminate the Account of anyone who violates the Terms; (c) to review, modify, filter, disable, delete and remove any and all content and information from the Site; (d) to update and download automatically any software provided on or through the Site; (e) to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide; (f) to display advertising and promotions, which may be targeted to certain users or portions of the Site based upon queries made or preferences indicated and may not be identified as paid advertisements or promotions.

## **6. INTELLECTUAL PROPERTY OWNERSHIP.**

**6.1.** We retain all right, title, and interest in all of our intellectual property, including, without

limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, visual interfaces, graphics, designs, systems, services, “look and feel,” organization, compositions, formulae, techniques, information and data (collectively, the “**Company IP**”). The Company IP is protected by copyright, trade dress, patent, and trademark laws, international conventions, or other relevant intellectual property and proprietary rights and applicable laws. You may not use any of the Company IP for any reason without the Company’s prior written consent. We reserve all rights in and to the Company IP not expressly granted to you in the Terms.

**6.2.** We hereby grant you a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to access the material on the Site for non-commercial use only, subject to and conditioned on your continued compliance with the Terms. This license is granted solely to allow you to visit the Site and to use our Services as permitted by the Terms, and you agree not to remove, alter, or obscure any proprietary notices provided in or with the material on the Site or any other Company IP. You will not modify, alter, convert, adapt, clone, replicate, duplicate, copy, translate, reverse engineer, or otherwise manipulate any portion of our Services or the Company IP. All rights not expressly granted in the Terms are reserved.

**6.3.** You may choose to submit comments, bug reports, ideas, or other feedback about our Services, including without limitation about how to improve our Services (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). If necessary, under applicable law, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

## **7. CONDUCT & PROHIBITED USE.**

**7.1.** By way of example, and not as a limitation, you may not, and may not allow any third party to:

- a.** Breach the Terms or any agreement incorporated by reference into the Terms.
- b.** Breach any law, statute, ordinance, or regulation.
- c.** Engaging in fraudulent, deceptive, or illegal activities, including money laundering or terrorism financing.
- d.** Using the platform to trade or transfer digital assets derived from illegal activities.
- e.** Any form of “nesting” transactions, including but not limited to: i.) processing funds that do not belong to the registered account holder; ii.) conducting money transmission, over-the-counter (“**OTC**”) trading, foreign exchange (“**FX**”) brokering, or acting as a Payment Service Provider (“**PSP**”) through a single account; or iii.) aggregating or pooling funds from multiple users for processing through a single account.
- f.** Users are prohibited from engaging in market manipulation practices, including but not limited to: i.) wash trading, where a user trades with themselves to create artificial volume; ii.) spoofing, where orders are placed with no intention of execution to manipulate prices; iii.) pump and dump schemes, where misleading hype is used to artificially inflate asset prices before selling; or iv.) use of trading bots or algorithmic

trading software without explicit authorization from Redfi.

- g.** Attempting to bypass the platform's security measures or access unauthorized accounts.
- h.** Infringe any Company IP or any third party's copyright, patent, trademark, trade secret or other intellectual property rights or rights of publicity or privacy.
- i.** Create or control more than one personal Account for yourself without our express authorization, though, among other methods, using a name that is not yours, using a temporary email address or phone number, or providing any other falsified personal information.
- j.** Act in any way that is unlawful, libelous, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable (including, without limitation, display any content on our Site, or using our Services to transmit content, that contains any hate-related or violent content).
- k.** Engaging in market manipulation activities, including but not limited to wash trading, spoofing, or other manipulative trading practices.
- l.** Provide false, inaccurate, or misleading information.
- m.** Send or receive what could reasonably be believed to be *(by us or by others)* potentially fraudulently acquired crypto.
- n.** Use our Services or the services of our partners in a manner that results in or may result in complaints, disputes, claims, reversals, or chargebacks, or fees, fines, penalties, or losses to us or any of our partners.
- o.** Distribute or facilitate the distribution of viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature or otherwise interfere with, circumvent, disable, or attempt to interfere with, circumvent or disable the Site or our Services, the proper working of the Site or our Services, security features of the Site or our Services, or the equipment connected to the Site or our Services.
- p.** Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers or service providers.
- q.** Transmit or otherwise make available through our Services any unsolicited commercial messages (i.e., spam), junk mail, pyramid schemes, chain letters, or similar materials or information;
- r.** Interfere with other users' enjoyment of our Services.
- s.** Exploit our Services for any unauthorized commercial purpose.
- t.** Reformat or frame any portion of the Site/Sites/Apps.
- u.** Use any robot, spider, site search/retrieval application, or other device to retrieve or

index any portion of our Site or content on other of our Services or to collect information about our users for any unauthorized purpose.

- v. Use any metatags or any other “hidden text” using any of our marks.
- w. Access or use our Services for the purpose of creating a product or service that is competitive with any of our products or services, including, without limitation, our Services.

**7.2.** Engagement in any of the activities prohibited by Section 7.1, shall be considered a material breach, and we may, at our sole and absolute discretion, without notice to you and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your Account and/or prevent you from accessing our Services, freezing of funds, confiscation of funds, and potential legal action. If we prevent you from accessing our Services, then you are responsible for all losses that result from that suspension or termination. You are further prohibited from using the Services in any manner that is not expressly and unambiguously authorized by the Terms.

**7.3. Wire & ACH Reversal Policy.** In the event of an unauthorized or disputed wire transfer or ACH transaction initiated by a user's bank, Redfi reserves the right to:

- a. Freeze the user's funds pending investigation.
- b. Reject or reverse the transaction if it is deemed fraudulent, unauthorized, or in violation of these Terms.
- c. Close or restrict the user's account if repeated reversal requests are detected.
- d. Users acknowledge that initiating an unauthorized chargeback or reversal may lead to legal action and the recovery of funds through collection agencies or legal enforcement.

## **8. THIRD-PARTY SERVICE PROVIDERS.**

**8.1.** Our Services operate through third-party service providers, which will require you to agree to separate agreements with them. You agree to comply with all applicable third-party terms of agreement when using our Services. We are not a party to those agreements, and we have no responsibility for the products and services provided by the third parties. Nothing in the Terms creates a contractual relationship between you and our service providers. You acknowledge and agree that we are solely responsible for providing maintenance and support services for our Services.

**8.2.** Our third-party service providers have no warranty obligations whatsoever with respect to our Services, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure of our Services to conform to any warranty provided by us, if any, will be our sole responsibility.

**8.3.** Our third-party service providers are responsible for addressing any claims relating to the services they provide to you in connection with our Services, including, but not limited to (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or



regulatory requirement;(c) claims arising under consumer protection, privacy, or similar legislation; and (d) intellectual property claims.

**9. TAXES.** You alone are responsible for complying with all applicable laws related to use of the Services, including, without limitation, any reporting obligations and payment of all applicable taxes. In addition, you are responsible for determining, remitting, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your use of the Services. If you are a non-United States taxpayer, then you should consult the laws of any jurisdiction applicable to you.

## **10. DATA PRIVACY.**

**10.1.** We are committed to protecting your privacy and ensuring the secure handling of your personal data. All personal data collected through our Services is processed in accordance with our Privacy Policy and applicable data protection laws, including but not limited to the European Union General Data Protection Regulation ("**GDPR**") and other similar laws where applicable.

**10.2.** For users located within jurisdictions with strict privacy requirements, you have the right to request access to, correction of, or deletion of your data. For detailed information on how we handle your personal information, please refer to our Privacy Policy or contact us at [support@redlineblockchain.com](mailto:support@redlineblockchain.com).

**11. PROMOTIONS AND REFERRALS.** We may, from time to time, operate contests, promotions, sweepstakes, or other activities or offer referral programs ("**Promotions and Referrals**") that require you to submit material or information concerning yourself. Any Promotions and Referrals may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age or geographic location. You are responsible for reading all rules relating to the Promotions and Referrals to determine whether you are eligible to participate. If you enter or participate in any Promotions and Referrals, then you agree to abide by and to comply with all rules of the Promotions and Referrals; all Promotions and Referrals will be optional so you should not enter or participate in such Promotions and Referrals if you do not agree to abide by and to comply with all such rules.

**12. YOUR REPRESENTATIONS AND WARRANTIES.** By using our Services, you represent and warrant to each of the Company Parties (as defined below) that:

**a. Authority.** You have all requisite power and authority to execute and deliver the Terms, to purchase and use our Services, and to carry out and perform its obligations under the Terms. If you are an individual, then you are at least eighteen (18) years old and of sufficient legal age and capacity to purchase and use our Services. If an entity, then you are duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

**b. No Conflict.** The execution, delivery and performance of the Terms will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of your governing documents, if applicable; (b) any provision of any judgment, decree or order to which you are a party,

by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which you are a party or by which it is bound; or (d) any laws, regulations or rules applicable to you.

**c. No Consents or Approvals.** The execution and delivery of, and performance under, the Terms require no approval or other action from any governmental authority or person other than you.

**13. TERMINATION.** Subject to your compliance with the Terms and all applicable laws, you may terminate the Terms at any time by canceling your Account with us and discontinuing your access to and use of our Services by sending us an email at [help@redfi.io](mailto:help@redfi.io). We, in our sole discretion and for any or no reason, may terminate the Terms and suspend and/or terminate your Account with us and all our Services. Any suspension or termination of your access or use of your Account and/or our Services may be without prior notice, and we will not be liable to you or to any third party for any such suspension or termination. If we terminate the Terms or suspend or terminate your access to or use of our Services due to your breach of the Terms or any suspected fraudulent, abusive, or illegal activity, then termination of the Terms will be in addition to any other remedies we may have at law or in equity. Upon any termination or expiration of the Terms, whether by you or us you may no longer have access to information that you have posted in connection with our Services or that is related to your Account, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party. You will continue to have all rights related to the bitcoin custodied with the Custodian upon termination of the Terms. Sections 5 through 17 will survive the termination or expiration of the Terms for any reason.

#### **14. DISCLAIMERS.**

**14.1. "AS IS" AND "AS AVAILABLE".** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF OUR SERVICES IS AT YOUR SOLE RISK, AND THAT OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, ADVISORS, REPRESENTATIVES, AFFILIATES AND AGENTS (THE "**COMPANY PARTIES**") MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING OUR SERVICES AND ANY PART OF ANY OF THEM (INCLUDING, WITHOUT LIMITATION, OUR SERVICES OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY PARTIES DO NOT REPRESENT OR WARRANT TO YOU THAT (A) YOUR ACCESS TO OR USE OF OUR SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR ACCESS TO OR USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) USAGE DATA PROVIDED THROUGH OUR SERVICES WILL BE ACCURATE, (D) OUR SERVICES OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH OUR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (E) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE OUR SERVICES WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**14.2. PERSONAL RISKS.** YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO THE COMPANY'S GROSS NEGLIGENCE. YOU WILL IMPLEMENT REASONABLE AND APPROPRIATE MEASURES DESIGNED TO SECURE ACCESS TO (A) ANY DEVICE ASSOCIATED WITH YOU AND UTILIZED IN CONNECTION WITH YOUR PURCHASE OR USE OF OUR SERVICES; AND (B) ANY OTHER USERNAME, PASSWORDS OR OTHER LOGIN OR IDENTIFYING CREDENTIALS.

## **15. LIMITATION OF LIABILITY.**

**15.1.** YOU UNDERSTAND AND AGREE THAT NONE OF THE COMPANY PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15.2.** YOU UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE AND DISCLAIMS ALL LIABILITY TO YOU IN CONNECTION WITH ANY FORCE MAJEURE EVENT, INCLUDING ACTS OF GOD; LABOR DISPUTES OR OTHER INDUSTRIAL DISTURBANCES; ELECTRICAL, TELECOMMUNICATIONS, HARDWARE, SOFTWARE OR OTHER UTILITY FAILURES; SOFTWARE OR SMART CONTRACT BUGS OR WEAKNESSES; EARTHQUAKES, STORMS, OR OTHER NATURE-RELATED EVENTS; PANDEMICS; BLOCKAGES; EMBARGOES; RIOTS; ACTS OR ORDERS OF GOVERNMENT; ACTS OF TERRORISM OR WAR; TECHNOLOGICAL CHANGE; AND CHANGES IN INTEREST RATES OR OTHER MONETARY CONDITIONS.

**15.3.** YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF OUR SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU ACTUALLY PAID TO US UNDER THE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) ONE HUNDRED DOLLARS (\$100).

**15.4.** YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE OUR SERVICES AVAILABLE TO YOU AND ENTERED INTO THE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

**15.5.** THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THE LAWS OF YOUR JURISDICTION DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS, SUCH PROVISIONS WILL NOT APPLY TO YOU SOLELY TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW. NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR FRAUD, WILLFUL

MISCONDUCT, OR ANY MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

## **16. INDEMNIFICATION.**

**16.1.** To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless and reimburse the Company Parties from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Company Party arising from or relating to (a) your use of the Site or our Services; (b) your responsibilities or obligations under the Terms; (c) your breach of or violation of the Terms; (d) any inaccuracy in any of your representations or warranties; (e) your violation of any rights of any other person or entity, including any proprietary or privacy rights; (f) your violation of any law or regulation; and/or (g) any of your acts or omissions that are negligent, unlawful or constitutes willful misconduct.

**16.2.** The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 16. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

**17. GOVERNING LAW.** The Terms are governed by and shall be construed in accordance with the laws of the Republic of Panama. Any interpretation of these Terms must align with applicable Panamanian regulations and international agreements that govern trade and commerce, as relevant. In cases where Panamanian law conflicts with the laws of your jurisdiction, mandatory local laws will take precedence to the extent required.

## **18. DISPUTE RESOLUTION.**

**18.1.** Please read the following Section 18 carefully because it requires you to arbitrate ALL disputes with US and limits the manner in which you can seek relief. You and the Company agree to resolve any controversy, claim, or dispute arising out of or relating to the subject matter of the Terms or to the Services through confidential, final, and binding arbitration.

**18.2.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, INSTEAD ELECTING THAT ALL CLAIMS AND DISPUTES SHALL BE RESOLVED BY ARBITRATION. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, you and the Company, to the fullest extent permitted by law, waive all rights to a jury trial instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THE TERMS TO ARBITRATE.

**18.3.** The legal seat of arbitration shall be Panama City, Republic of Panama. The arbitration hearings may be conducted virtually or in-person at a location agreed upon by the parties, but the legal seat of arbitration shall govern procedural and substantive matters. The arbitration shall be

conducted before a single arbitrator unless the parties mutually agree otherwise in writing. The arbitrator shall be an impartial individual with significant experience in the fields of digital assets, blockchain technology, financial services, or relevant commercial law. The arbitrator must also have prior experience conducting arbitrations under applicable arbitration rules. The arbitration shall be conducted under the rules of the Panama Arbitration Centre, as in effect at the time the arbitration is initiated, except as modified by these Terms. The arbitration proceedings shall be conducted in English. Any documents or evidence submitted in a language other than English must be accompanied by a certified translation. The arbitration shall commence within thirty (30) days of the filing of a notice of arbitration and shall aim to reach a final award within six (6) months of the arbitrator's appointment, unless the arbitrator determines that an extension is necessary due to exceptional circumstances. Each party shall bear its own legal fees and expenses, and the costs of arbitration shall be split equally between the parties unless the arbitrator determines otherwise in the final award. All arbitration proceedings, including submissions, evidence, and the final award, shall remain strictly confidential and may not be disclosed to any third party without the prior written consent of all parties, except as required by law or for purposes of enforcing the award.

**18.4.** You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. A CLAIMANT OR THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION OR JOINT LITIGATION. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY, ON A CLASS BASIS OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE WAIVING ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS REPRESENTATIVE IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

**18.5.** Any arbitral award rendered pursuant to these Terms shall be final and binding on the parties and may be enforced in any court of competent jurisdiction. Neither party shall have the right to appeal the award except as permitted by applicable arbitration laws. The parties expressly agree that any arbitral award shall be recognized and enforceable under the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "**New York Convention**"), to the extent applicable. By agreeing to this arbitration clause, the parties waive any right to object to the recognition or enforcement of the arbitral award under the New York Convention.

**18.6.** If any action, arbitration, or other proceeding is initiated to enforce or interpret these Terms, the prevailing party shall be entitled to recover its reasonable attorney fees, costs, and expenses incurred in connection with such action, arbitration, or proceeding, including any appeals, in addition to any other relief to which the prevailing party may be entitled. This provision applies to all claims, disputes, or controversies arising under or related to these Terms, including those resolved through arbitration or court proceedings.

**18.7.** In the event that any provision of this Arbitration provision, or any part thereof, is found to be void, invalid, or otherwise unenforceable under the laws of the Republic of Panama, such

provision shall be ignored and the remainder of the Arbitration Agreement shall continue in effect. For such void or unenforceable provisions, or where arbitration as outlined in this Arbitration provision is found to be prohibited by law, the parties agree that any claims, disputes, or controversies shall be brought and heard in the ordinary courts of Panama City, Panama. This ensures that, notwithstanding the preferential option for arbitration, there remains a clear path for dispute resolution within the legal framework of Panama

**19. EXTERNAL SITES.** The Site or our other Services may include hyperlinks or redirect you to other websites or resources (collectively, “**External Sites**”) that are provided solely as a convenience to you. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites and that we do not endorse any advertising, products, services, or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products, services or other materials on, or made available from, any External Sites.

## **20. GENERAL PROVISIONS.**

**20.1. Entire Agreement.** The Terms, including the Privacy Policy, constitute the entire agreement between you and us with respect to the subject matter hereof, including the Services. The Terms, including the Privacy Policy, supersede any and all prior or contemporaneous written and oral agreements, communications, and other understandings relating to the subject matter of the Terms. The Terms do not alter any agreement you have with the Custodian. In the event of any conflict between the Terms and any agreement with the Custodian, the terms of that other agreement will control only if the Terms are specifically identified and declared to be overridden.

**20.2. Amendments to the Terms.** We reserve the right to modify, amend, or revise these Terms at any time, in our sole discretion. Any changes to the Terms will be effective immediately upon posting the updated version on our website and updating the “Last Updated” date at the top of these Terms. It is your responsibility to review the Terms periodically for updates. Your continued access to or use of our Services after any such modifications shall constitute your acknowledgment of the modified Terms and your agreement to be bound by them. If you do not agree to any revised Terms, you must immediately discontinue use of our Services.

**20.3. No Waiver.** Our failure to enforce any provision of these Terms or exercise any right under these Terms shall not constitute a waiver of that provision or right. Any waiver of any provision or right will be effective only if made in writing and signed by an authorized representative of the Company.

**20.4. Survival.** The provisions of these Terms that, by their nature, should survive termination or expiration, including but not limited to provisions regarding intellectual property rights, indemnification, limitation of liability, disclaimers, arbitration, governing law, and any other provisions necessary to enforce the parties’ rights or obligations, shall survive the termination or expiration of these Terms for any reason.

**20.5. Assignment.** You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations under these Terms without restriction, including in connection with a merger, acquisition, or sale of assets.

Any attempted assignment or transfer in violation of this provision will be null and void.

**20.6. Force Majeure.** The Company shall not be liable for any failure or delay in performing its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, labor disputes, government actions, power outages, internet or telecommunications failures, or other events beyond its control. In such cases, our obligations under these Terms will be suspended for the duration of the event. Further, Redfi is not liable for service disruptions, downtime, or trading losses resulting from: i.) blockchain network congestion, delayed confirmations, or gas fee surges; ii.) server downtime, cyberattacks, or infrastructure failures beyond Redfi's control; iii.) or regulatory actions that limit or restrict crypto trading activities. Users acknowledge that they are solely responsible for mitigating trading risks, including using limit orders, stop losses, and secure wallet storage

**20.7. Severability.** If any provision of these Terms is found to be unlawful, void, or unenforceable for any reason, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of the remaining provisions. The unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the intention underlying the invalid provision.

**20.8. Contact Us.** If you have any questions, concerns, or need assistance regarding these Terms of Use or the Services, you may contact us at [help@redfi.io](mailto:help@redfi.io). We aim to respond to inquiries within two (2) business days, but response times may vary depending on the nature of the request and current support volumes