

Effective Date: 2023-02-02

By accessing or using Minimax's Services in any way, you represent that you have read, understand, and agree to be bound by these Terms of Use. You must also be of legal age to form a binding contract with us and must have the authority to enter into these Terms of Use. **If you do not agree to these Terms of Use, you may not access or use the Services.** The Services enable users to explore, monitor and collaborate with data generated by compatible third-party blockchain applications.

Minimax is not a broker, financial institution, or middleman and does not act as your agent, adviser, or trustee. It is a non-custodial service that does not have any authority to transfer your cryptocurrencies or digital assets, nor do they have any fiduciary responsibility or obligation to you in relation to any decisions or activities made through its services. Unless explicitly stated, they do not host or manage any third-party services accessible on their platform and offer no endorsements, recommendations, or positions regarding your use of these services.

MINIMAX CANNOT INITIATE OR CARRY OUT TRANSACTIONS FOR YOU; ALL TRANSACTIONS ARE ACCOMPLISHED USING YOUR WALLET OR A THIRD-PARTY EXTENSION. THESE ACTIONS MUST BE AGREED TO BY BOTH PARTIES, FOLLOWING THE PROVISIONS OF THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSION.

Please be aware that this Agreement may be subject to change by Minimax at any time. When changes are made, Minimax will make a new version of the Agreement available both within the Services and on the Website. Additionally, the "Last Updated" date at the top of the Agreement will be updated. Any changes to this Agreement will become effective immediately for new users and thirty (30) days after notification for existing users. If a user does not agree to any changes within this time, they must stop using the Website and/or Services. If a user does not take action, their continued use of the Website and/or Services constitutes acceptance of the changes. To review the current Terms, users should regularly check the Website.

1. USE OF THE SERVICES

You acknowledge that the Services are protected by copyright laws. Minimax grants you a limited license to reproduce elements of the Services for your personal or internal business use only, as long as these uses are in accordance with the Agreement. You understand that the Services may be updated at any time, and you may need to update third-party software to keep up with the changes.

2. REGISTRATION

To access certain elements of the Services, you will need to have an appropriate Wallet and may also need to use Third-Party Accounts. You are solely responsible for any fees incurred when using the Services, as well as any

hardware, software and equipment necessary to connect to them. Furthermore, you must ensure that your hardware devices are secure, as Minimax is not liable for any transactions that are properly initiated through the Services. Additionally, you must guarantee that you are not barred from using the Services under any applicable laws. Finally, you are responsible for monitoring your use of the Services to restrict any minors from accessing them.

3. RESPONSIBILITY FOR CONTENT

You are responsible for all User Content that appears on or through the Services, including the result of any Adapter you Make Available. Minimax does not have any obligation to make your Adapter available or to provide any kind of support for it unless we agree to it in writing. Furthermore, you acknowledge that you have no rights to any upgrades, modifications, enhancements, or revisions that Minimax may make to your Adapter.

4. OWNERSHIP

Except for your Wallet, User Content, and Open Source Software (OSS), you agree that Minimax and its licensors have all rights and title in and to the Services. You must not remove, modify or hide any copyright, trademark, service mark, or other proprietary notices from any Services. Your use of the Services must comply with any applicable OSS license terms. Any OSS and modifications made by Minimax shall be available upon written request at the specified address.

Minimax does not claim ownership of your User Content, but when posted or published on the Services you represent that you have all necessary rights to grant Minimax a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue, communicate, perform and display your User Content. When providing Feedback, you agree this is at your own risk, and you represent that you have all necessary rights to submit Feedback. You also grant Minimax a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and commercially or non-commercially exploit the Feedback.

5. **USER CONDUCT.** You are solely responsible for your behaviour in relation to the Service. You must follow this Agreement and not attempt to: (a) provide false or inaccurate information to Minimax; (b) utilise or try to use another Registered User's Wallet without permission; (c) appear as someone or something else; (d) use the Services in any way which could prevent other Registered Users from completely enjoying the Services, or that could harm, disable, overload or hinder the Services in any

way; (e) design, employ or distribute any software, or interact with any API with the intention of damaging, disrupting or negatively impacting the Services; (f) get around or ignore any precautions that have been taken to restrict access to any area or code of the Services; (g) try to bypass any content filtering techniques; (h) use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated system or interface that has not been sanctioned by us to access the Services, collect data or alter in any way the display of a page or functionality; (i) collect or harvest any data from our Services that could be used to contact individuals, companies or other entities, or utilise such data for contacting them; (j) use data obtained from our Services for any direct marketing purpose (including email marketing, SMS marketing, telemarketing and direct marketing); (k) ignore or bypass instructions intended to control all automated access to the Services.

(l) you shall not use the Service for any prohibited or unauthorized purpose, or engage in, support, or promote anything that violates any applicable laws or this Agreement; (m) you must not utilize your Wallet to carry out any criminal activities associated with or related to your access to and use of the Services, including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to detrimentally affect the performance of the Services; (n) you must not involve yourself in or knowingly facilitate any illicit trading activities, such as: (i) trading a Digital Asset at consecutively higher or lower prices with the intention of creating or inducing a false, deceptive or artificial impression of activity in the Digital Asset, excessively or inappropriately manipulating the market price for such Digital Asset on the Services or in any Ecosystem Partner, or setting up a price that does not reflect the true state of the market in such Digital Asset; (ii) with the goal of creating or inducing a false or deceptive appearance of activity in a Digital Asset or making or inducing a false or deceptive appearance about the market in a Digital Asset:

(Y) you are prohibited from performing or prompting any transaction in a Digital Asset which leads to no real changes in its ownership; or (Z) creating an order to purchase or sell a Digital Asset with the understanding that another order for the same quantity, and at the same price, to sell the Digital Asset, has been placed or will be put in place by you or other individuals; or (iii) engaging in, supporting, helping, or knowingly transacting with any pool, syndicate or joint account created to unfairly or mischievously impact the market price of a Digital Asset; (o) utilizing the Services to perform any type of financial service which is subject to licensing or registration, including but not limited to using the Services to transact in securities, debt financings, equity financings, or similar transactions; (p) utilizing the Service to join in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) can be exchanged for financial instruments, (ii) give owners rights to take part in an ICO or any securities offering, or (iii) grant owners financial rewards, such as DeFi return bonuses, staking bonuses, and burn discounts; (q) Providing any Content that violates any patent, trademark, trade secret, copyright, right of publicity or other right of any individual or entity; or (r) attempting to access any Wallet that you do not have the legal right to

access. All unauthorized uses of any Services renders the licenses granted by Minimax under the Agreement obsolete.

6. **INVESTIGATIONS.** Minimax reserves the right to observe, audit or overview the Services and Content whenever they deem it necessary. Without limiting the former statement, Minimax owns the authority, at their own discretion, to erase or delete any of your User Content for any purpose (or no purpose) - including if such Content goes against the Agreement or any existing law. Minimax does not generally supervise user activity connected to the Services or Content, but if they become aware of any potential violations by you of the Agreement, they reserve the right to examine them and may swiftly end your license to use the Services, or alter, modify or remove your User Content, wholly or partially, without alerting you first.
7. **INDEMNIFICATION.** You are responsible for agreeing to cover any losses, expenses, costs and liabilities (including fair legal fees) that may stem from any of the following: your User Content; your usage of, or failure to use, any of the Services; your breach of the Agreement; your infringement of somebody else's rights, consisting of any other Registered Users; or your violation of applicable laws, rules and regulations. Minimax can take on the exclusive protection and control of any matter that you would have to indemnify if needed, in which case you agree to collaborate with them in claiming any available protection. This clause does not require you to indemnify any of the Minimax Parties for any unreasonable business practice carried out by any of them or for any deceptive practices, false assurance, misrepresentation or concealment, or suppression or omission of any fact in association with the Website or any Services provided under the Agreement. You also agree that this provision will remain valid even after the Agreement is terminated and/or your access to the Services is stopped.
8. **ASSUMPTION OF RISK RELATED TO BLOCKCHAIN TECHNOLOGY.** To complete any Digital Asset transaction initiated by you, or sent to your Wallet, it must be verified and recorded on the blockchain related to such Digital Asset. Minimax has no control over any blockchain network and therefore cannot guarantee that any transaction you send or receive via the Services will be confirmed or registered on the corresponding blockchain, or that we are able to process any cancellation or modification requests. Some of our Ecosystem Partners may provide complex financial transactions that carry a high degree of risk. You are solely responsible for any actions carried out through your Wallet and must accept all outcomes, including loss caused by any allowed or unauthorized access to your Wallet to the fullest extent enabled by the law. You fully understand and acknowledge that:
 - You must have the technical competence and means to examine and judge the safety, reliability and functionality of your Wallet. You are also responsible for being knowledgeable and experienced enough to make your own assessment of the dangers, benefits and requirements under any applicable law for using your Wallet. You recognize and accept the risks associated with your Wallet, and understand the risks that come with blockchain technology in general. You

acknowledge your responsibility to carry out your own independent evaluation of the dangers linked to any Digital Assets you buy or sell. Prices of Digital Assets can be incredibly unpredictable. Minimax does not promise the correctness of the markets in which Digital Assets are swapped, bought or exchanged. You must determine on your own what, if any, taxes are applicable to your transactions of Digital Assets. Minimax will not be accountable for deciding the taxes which apply to Digital Asset transactions.

Minimax will not store, send or get any Digital Assets. This is because Digital Assets simply exist due to the ownership record maintained on its associated blockchain, so all transfers of Digital Assets take place within the supporting blockchain instead of the Services. The transaction particulars submitted via the Services may not be accomplished or delayed substantially as a result of inactivity or lack thereof on the blockchain employed to handle the transaction. When transaction details have been delivered through your Wallet, Minimax will not be able to aid you in canceling or modifying your transaction or transaction particulars. Minimax has no guarantees that a request initiated on the Services would properly move title or right to any Digital Asset.

Using an Internet-based currency involves certain risks, including but not restricted to, the risk of hardware and software failure; the opportunity of malicious software being introduced; the possibility of third parties obtaining unauthorized access to information stored in your Wallet, and the danger of counterfeit assets, mislabeled assets, assets susceptible to metadata decay, assets on smart contracts with bugs, and assets that might become untransferable. You accept and acknowledge that Minimax will not be liable for any communication issues, disruptions, flaws, distortions or delays or losses you may experience when dealing with blockchain technology, regardless of cause.

The regulatory context for blockchain technology, cryptocurrencies, and tokens is not firmly established, and fresh policies or regulations may critically affect the development of the Services and the use of Digital Assets.

Minimax will not guarantee any blockchain's decentralized governance, which could include delays, interests of conflict, or operational decisions that are not in favor of some owners of Digital Assets. You realize and agree that protocols governing the operation of a blockchain can be subject to sudden changes in rules of operation, which can have a great impact on the blockchain and alter the value and purpose of Digital Assets under that blockchain.

Minimax does not ensure the security of any blockchain. They are not responsible for any hacks, double spending, stolen Digital Assets, or other assaults on a blockchain.

The Services depend on third-party Wallets like MetaMask and Ledger, and Ecosystem Partners, with no assurance or warranties as to their capability or access, to implement any transactions.

9. DISCLAIMER OF WARRANTIES AND CONDITIONS

Using the Services is at your own risk and is provided without any guarantees or warranties. Minimax reject all declarations, representations and conditions, whether express or implied, including but not restricted to, implied warranties or conditions of merchantability, suitability for a certain purpose and non-infringement arising from using the Website. Minimax do not warranty, represent or condition that: (1) The Services will meet your demands; (2) Your use of the Services will be uninterrupted, timely, secure or error-free; or (3) The results obtained from use of the Services will be precise or dependable. Any material downloaded from or else accessed through the Services is accessed at your own peril and you are exclusively responsible for any damage done to your property, including but not restricted to, your computer system and any device used to access the Services, or any other loss that results from accessing such material. The Services may be subject to delays, cancellations and other disturbances. Minimax make no assurance, representation or condition with respect to Services, including but not restricted to, the quality, success, reputation and other attributes of Services. No advice or information, whether oral or written, obtained from Minimax or through the Services will create any warranty not expressly stated herein.

You accept and agree that Minimax Parties are not liable and you shall not try to hold them responsible for the behavior of third parties, including administrators of external sites and that the potential risk of harm coming from these third parties is entirely yours. Minimax do not guarantee that the goods or services provided by third parties will meet your requirements or be accessible on an uninterrupted, secure or error-free basis. They also provide no assurances regarding the quality of such goods or services, or the accuracy, timeliness, veracity, completeness or dependability of any related content acquired through the Services.

- 9.1. In spite of anything that may appear in the Terms of Use, Minimax have no obligation to investigate and cannot be held responsible for any losses, damages, liability or harm to any individual or entity related to (i) the possession, legality or authenticity of any Digital Asset; (ii) the collectability, insurability, efficiency, marketability or appropriateness of any Digital Asset; or (iii) any delays, failures, errors, interruptions or loss of data happening directly or indirectly resulting from circumstances beyond their control, including, but not limited to breakdowns of a blockchain, services provider of a third-party, or Ecosystem Partner.

10. LIMITATION OF LIABILITY

You acknowledge and accept that, according to the fullest extent allowed by law, Minimax Parties shall not be held liable for any loss of profits, Ethereum or other virtual currency, income, or data, nor for any consequential, indirect, incidental, special, or punitive damages that may arise from or in connection with the Agreement or any communications, interactions or meetings with other users of the Services, on any legal theory, resulting from: (a) the use or inability to use the Services; (b) the cost of procuring substitute goods or services resulting from any goods, data, information or services purchased or obtained; or messages received for transactions entered into through the Services; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the Services; or (e) any other matter related to the Services. This limitation of liability shall not apply to the liability of a Minimax Party for (i) death or personal injury caused by a Minimax Party's negligence; or for (ii) any injuries caused by a Minimax Party's fraud or fraudulent misrepresentation.

The maximum liability of Minimax Parties to you shall not exceed the greater of either \$100, or the remedy or penalty imposed by the applicable law. This limitation on liability does not apply to a Minimax Party for death or personal injury caused by their negligence, or for any injury caused by fraudulent misrepresentation. Certain jurisdictions do not allow the exclusion or limitation of certain damages, so the above exclusions or limitations may not apply to you and you may be eligible for additional rights. The limitations of damages set forth are fundamental elements of the basis of bargain between Minimax and you.

The Agreement begins upon your acceptance and remains in effect as long as you use the Services. Minimax reserves the right to terminate or suspend access to your use of Services for any reason at its own discretion, such as if you fail to comply with any restrictions. If you choose to discontinue the Services, you may still have access to your Wallet either through direct means or through other services not powered by Minimax. Once the Services are terminated, certain provisions will continue to remain in effect, including, but not limited to ownerships, disclaimers and limitation of liability. Additionally, you agree to not attempt to use a different Wallet, Third-Party Account, member name or otherwise after termination, as Minimax reserves the right to take any necessary actions should you ignore this rule.

11. TERM AND TERMINATION.

Accepting the Agreement will commence its use and keep it in full force until terminated in accordance with the Agreement. Minimax owns the right to terminate or suspend access to your use of Services without liability if you fail to comply with any restrictions. If you would like to cease using the Services, you may remain in access of your Wallet through other services. Certain provisions will still apply after termination, such as ownership, warranty disclaimers, and limitation of liability. You are also not to try and access the Services or other

Minimax services with a different Wallet, Third-Party Account, member name or any other manner, as Minimax reserves the right to take any necessary actions should this happen.

12. THIRD-PARTY SERVICES.

Navigating away from the Services may lead you to Third-Party Services, for which Minimax is not responsible for or have control over. It is your responsibility to review applicable terms and policies prior to any transaction with a third party. As a convenience, Minimax provides links to these services, but it does not review, approve, monitor, endorse, or make any representations in regard to them. Any actions taken on Third-Party Services are done at your own risk and are no longer subject to the Agreement and our policies once you leave the Services.

13. GENERAL PROVISIONS.

You agree to accept electronic communications from Minimax for contract purposes. Additionally, by continuing to use the services, you will release Minimax Parties from any claim or loss that may be related to your use of the Services. Lastly, you cannot assign, subcontract, delegate, or transfer this Agreement without Minimax's prior written consent. Also, Minimax shall not be liable for any delays or failures resulting from events outside their control.

If you have any inquiries, complaints or claims related to the Services, please do not hesitate to reach out to info@minimax.finance so that we can attend to your concerns. If you feel that the response is incomplete, please let us know and we will do our utmost to investigate further. All disputes or claims associated with this Agreement must be litigated through state or federal courts located in New Castle County, Delaware; this is according to the laws of the State of Delaware.

You may give notice to Minimax at the following address: MinimaxFinance, Inc. 9450 SW Gemini Dr PMB 15582, Beaverton, OR, 97008-7105, US. Such notice shall be deemed given when received by Minimax by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address, or, if by email sent and expressly referencing this Section, within 24 hours of confirmed transmission.

This Agreement, together with any amendments and any additional agreements you may enter into with Minimax in connection with the Services, shall constitute the entire agreement between you and Minimax regarding the subject matter hereof. No other terms or conditions shall be binding unless agreed to in writing by both parties. Any use, export, import, or transfer of the Services must comply with U.S. law and any applicable laws in the jurisdiction in which you obtained the Services. This Agreement merges and supersedes all prior discussions,

negotiations, and agreements between the parties with respect to its subject matter.

14. DEFINITIONS.

- 14.1. "User Content" is any Content made available by Registered Users on or through the Services.
- 14.2. "Registered User" is a user who owns a valid Third-Party Account and has connected it to the Services.
- 14.3. "Agreement" is a term that describes this Terms of Use document and any other relevant terms associated with your use of the Services.
- 14.4. "Content" can be any type of information, including text, music, pictures, videos, and messages.
- 14.5. "Third-Party Account" is a valid account on an outside service provider or social networking site supported by the Services, such as Facebook, Twitter, GitHub or Canny, or a valid third-party Wallet compatible with the Services.
- 14.6. "Feedback" encompasses all ideas, documents, and suggestions that you submit to Minimax through Discord or the Services.
- 14.7. "OSS" or "Open-Source Software" describes any computer software subject to open source or free software licenses.
- 14.8. "Services" refers to any product or service offered by Minimax, including the Website and the App.
- 14.9. "Adapter" refers to a software tool that allows the Services to function together with a specific DeFi project.
- 14.10. "Digital Asset" is a type of cryptocurrency, token, or another online asset that is supported by the Services.
- 14.11. "Ecosystem Partner" includes certain applications and projects that are supported by the Services.
- 14.12. "Terms of Use" is the document's name that outlines the rules and regulations for using the Services.
- 14.13. "Connected Content" is any data or information that has been inputted by you into your Wallet.
- 14.14. "Third-Party Services" are websites, applications, and advertisements belonging to a third party that are connected to the Services but not provided by Minimax.
- 14.15. "Wallet" means a software-based system for secure storage of cryptocurrency, cryptoassets, and payment information related thereto.
- 14.16. "Website" means the Minimax.Finance Website and any associated subdomains.
- 14.17. "You" means the individual or legal entity, as applicable, that is using or accessing the Services, or that is identified as the user when you registered on the Services.
- 14.18. "Minimax", "we", "us" means MinimaxFinance, Inc.
- 14.19. "Minimax Parties" means Minimax, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors.