

Staking Terms

Last Updated Date: April 8, 2025

Please read these Staking Terms (the “**Staking Terms**”) carefully. The website located at token.towns.com and any related websites, or subdomains that link to these Staking Terms and are operated by River Eridanus Association (“**River**”, “**we**”, “**us**”, or “**our**”), its affiliates or agents (collectively, “**Website**”), and the information on the Website are owned and controlled by River. The Staking Terms govern the use of the Website and apply to all users visiting the Website or using the services enabled through the Website in any way (each including the Website, a “**Service**” and, collectively, the “**Services**”).

BY USING ANY SERVICES, CREATING AN ACCOUNT, CONNECTING A DIGITAL WALLET TO THE WEBSITE, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH RIVER, (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE STAKING TERMS PERSONALLY OR ON BEHALF OF THE ENTITY (WHETHER OR NOT SUCH ENTITY IS REGISTERED OR INCORPORATED UNDER THE LAWS OF ANY JURISDICTION) YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE STAKING TERMS; AND (4) YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES COMPLIES WITH THE LAWS OF YOUR JURISDICTION. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE STAKING TERMS, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

The Services provide an interface that allows users of the Services (“**Users**”) to stake certain digital assets on and otherwise and interact with the Towns Protocol, an independent, decentralized, open-source, software-based layer-2 blockchain, and related smart contracts (collectively, the “**Protocol**”). For the avoidance of doubt, the Protocol is not part of the Website and is not part of the Services made available by River under this Agreement. River has no obligation to monitor or control any use of the Protocol by you or any third party. River makes no representations or warranties about the functionality of the Protocol. All interactions on the Protocol are undertaken at your own risk, and River is not and shall not be liable to you or to any third party for any loss or damage arising from or connected to your or any third party’s use of the Protocol. Notwithstanding anything to the contrary set forth herein, the terms of Sections 8 through 10 of this Agreement apply, mutatis mutandis, to any claims arising out of your interaction with or inability to interact with the Protocol. THE PROTOCOL IS MADE AVAILABLE BY US IS MADE AVAILABLE “AS IS” AND “WITH ALL FAULTS” AND YOU ACCESS, INTERACT WITH, AND/OR BUILD ON THE PROTOCOL AT YOUR OWN RISK.

RIVER IS NOT AN EXCHANGE, TRUST COMPANY, LICENSED BROKER, DEALER, BROKER-DEALER, INVESTMENT ADVISOR, INVESTMENT MANAGER, OR ADVISER. NEITHER RIVER NOR OUR SERVICES GIVE, OFFER, OR RENDER INVESTMENT, TAX, OR LEGAL ADVICE. RIVER PROVIDES SOFTWARE THAT ALLOWS YOU TO MANAGE YOUR SELF-CUSTODIED SOFTWARE WALLETS AND OTHERWISE WRITE TRANSACTIONS THAT MAY BE EXECUTED ON THIRD-PARTY BLOCKCHAINS AND OTHER THIRD-PARTY SERVICES (DEFINED BELOW). BEFORE MAKING FINANCIAL OR INVESTMENT DECISIONS, WE RECOMMEND THAT YOU CONTACT AN INVESTMENT ADVISOR, OR TAX OR LEGAL PROFESSIONAL.

SECTION 15 CONTAINS PROVISIONS THAT GOVERN HOW TO RESOLVE DISPUTES BETWEEN YOU AND RIVER. AMONG OTHER THINGS, SECTION 15 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE

RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 15 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 15 CAREFULLY.

UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS IN ACCORDANCE WITH SECTION 15: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

PLEASE BE AWARE THAT SECTION 4.3 (RIVER COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

Your use of, and participation in, certain Services may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will either be listed in the Staking Terms or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Staking Terms are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Staking Terms and any applicable Supplemental Terms are referred to herein as the "**Agreement.**"

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY RIVER IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, River will make a new copy of the Staking Terms available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the "Last Updated" date at the top of the Staking Terms. If we make any material changes, we may notify you by email or by notification through the Services or through our social media channels. Any changes to the Agreement will be effective immediately for new users of the Website and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Users. River may require you to provide consent to the updated Agreement in a specified manner before further use of the Website, and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. **DESCRIPTION OF THE SERVICES.** The Services include the Platform and the Services enabled thereby, as further defined and described below. There are important risks and limitations associated with the use of the Services as described below and elsewhere in these Staking Terms. Please read them carefully.

- 1.1 **The Platform.** The Services include access to River's "**Platform,**" which is a proprietary online platform enabled through the Website, and the supported documentation made available therewith, that allows Users to manage and interact with the Protocol in a user-friendly format, and to connect to compatible third-party digital wallets (each, a "**Digital Wallet**"). Users may be able to use the Platform to visualize cryptocurrency assets ("**User Assets**") that are associated with a Digital Wallet and

write transactions to be executed by such Digital Wallet on the Protocol or other third-party distributed ledgers compatible with the Protocol (each, a “**Supported Blockchain**”) in accordance with the technological and contractual parameters of such Supported Blockchain (the applicable “**Blockchain Rules**”). User Asset visualizations may include graphs, projections, and other information about your User Assets (collectively, “**User Asset Information**”).

1.2 Open Source Software. You acknowledge and agree that the Service may use, incorporate or link to certain software made available under an “open-source” or “free” license (“**OSS**” or “**OSS License**”, as applicable), and that your use of the Service is subject to, and you agree to comply with, any applicable OSS Licenses. Each item of OSS is licensed under the terms of the end-user license that accompanies such OSS. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the OSS.

1.3 Connecting a Digital Wallet. In order to access and use certain Services, you may need to connect a Digital Wallet to the Platform. When you connect a Digital Wallet, you represent and warrant that you own or have the authority to connect such Digital Wallet. Your instance of the Platform as linked to your Digital Wallet, Third-Party Account (defined below) or other identifier(s) may be referred to herein as your “**Account**”. River reserves the right to collect and record information about your use of the Service and any transactions that take place through the Service. Please note that if a Digital Wallet or associated service becomes unavailable then you should not attempt to use such Digital Wallet in connection with the Services, and we disclaim all liability in connection with the foregoing, including without limitation any inability to access any User Assets you have sent to such Digital Wallet. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR DIGITAL WALLET IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND RIVER DISCLAIMS ANY LIABILITY FOR INFORMATION THAT MAY BE PROVIDED TO IT OR USER ASSETS THAT MAY BE DEPLOYED TO THE PROTOCOL BY OR THROUGH SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE SETTINGS THAT YOU HAVE SET IN SUCH DIGITAL WALLETS.

1.4 Access Through a Third-Party Account. The Service may allow you to link your Account with an account you hold on a third-party social networking or social media service, email server, or other Third-Party Service (each, a “**Third-Party Account**”) by allowing River to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to River and/or grant River access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating River to pay any fees or making River subject to any usage limitations imposed by such third-party service providers. By granting River access to any Third-Party Account, you understand that River may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials that you have provided to and stored in your Third-Party Account (“**Linked Account Content**”) so that it is available on and through the Service. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Service. If a Third-Party Account or associated service becomes unavailable, or River’s access to such Third-Party Account is terminated by the third-party service provider, then Linked Account Content will no longer be available on and through the Service. YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE

PROVIDERS, AND RIVER DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. River makes no effort to review any Linked Account Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and River is not responsible for any Linked Account Content.

1.5 Your User Assets. When you use the Services in connection with any User Assets, you represent and warrant that (a) you own or have the authority to connect to the applicable Digital Wallet; (b) you own or have the authority to deploy such User Assets or otherwise trade or make such User Assets available (i) on or through the Services, as applicable, and (ii) on or through the Protocol; (c) all User Assets you deploy, transfer, deposit, or otherwise make available in connection with our Services have been earned, received, or otherwise acquired by you in compliance with all applicable laws; and (d) no User Assets that you deploy, transfer, deposit, or otherwise make available in connection with the Services have been “tumbled” or otherwise undergone any process designed to hide, mask, or obscure the origin or ownership of such User Assets. As between you and us, you are solely responsible for any determination by any third party (including without limitation applicable governmental or regulatory authority) as to the ownership, viability, transferability, legality, or regulatory status of any User Asset and/or your use thereof.

1.6 Compatibility Risk. The Services may not be compatible with all forms of cryptocurrency, blockchains, and/or types of transactions, and certain of your User Assets may not be compatible with the Services. Whether or not a User Asset is then-currently compatible with the Services may change at any time, in River’s sole discretion, with or without notice to you.

1.7 Staking Rewards. Supported Blockchains may offer or provide User Asset rewards, including generated yield (“**Staking Rewards**”). NO STAKING REWARDS ARE PROVIDED BY RIVER. Any Staking Rewards will be at the sole discretion of the applicable Supported Blockchain, and River has no obligation to facilitate any Staking Rewards payment or any liability in connection with any Staking Rewards or any failure to receive the same. River does not guarantee any Staking Rewards or any other rewards on or in connection with your User Assets.

1.8 Taxes. You are solely responsible (and River has no responsibility) for determining what, if any, taxes apply to any transactions involving your User Assets.

2. ELIGIBILITY; USER REPRESENTATIONS AND WARRANTIES.

2.1 Registration Data. When you access or use the Services in any way, you agree (a) to provide true, accurate, current and complete information about yourself as may be prompted by the Services from time to time (“**Registration Data**”); and (b) to maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You acknowledge and agree that our obligation to provide you with any Services is conditioned on the Registration Data being accurate and complete at all times during the term of this Agreement. If you provide any information that is untrue, inaccurate, not current or incomplete, or River has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, River has the right to suspend or terminate your access to the Services and refuse any and all current or future use of the Services (or any portion thereof). You agree not to use the Services if you have been previously removed by River, or if you have been previously banned from any of the Services. River reserves the right to obtain and retain any

Registration Data or other identifying information it as it may determine from time to time in order for you to use and continue to use the Services.

2.2 Eligibility. You represent and warrant that:

(a) You are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using Services under the laws of the United States, your place of residence or any other applicable jurisdiction. If you are acting on behalf of a DAO or other entity, whether or not such entity is formally incorporated under the laws of your jurisdiction, you represent and warrant that you have all right and authority necessary to act on behalf of such entity;

(b) None of: (i) you; (ii) any affiliate of any entity on behalf of which you are entering into this Agreement; (iii) any other person having a beneficial interest in any entity on behalf of which you are entering into this Agreement (or in any affiliate thereof); or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or any person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. There is no legal proceeding pending that relates to your activities relating to buying, selling, staking, or otherwise using cryptocurrency or any other token- or digital asset- trading or blockchain technology related activities;

(c) You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies or token-trading activities or any other applicable laws, including, but not limited to, anti-money laundering or terrorist financing laws, and no investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to cryptocurrency.

2.3 Digital Wallets. In connection with certain features of the Services you may need to send cryptocurrency assets to or from a Digital Wallet. You represent that you are entitled to use such Digital Wallet. Please note that if a Digital Wallet or associated service becomes unavailable then you should not attempt to use such Digital Wallet in connection with the Services, and we disclaim all liability in connection with the foregoing, including without limitation any inability to access any User Assets you have sent to such Digital Wallet. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR DIGITAL WALLET IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND RIVER DISCLAIMS ANY LIABILITY FOR INFORMATION THAT MAY BE PROVIDED TO IT OR USER ASSETS THAT MAY BE DEPLOYED TO THE PROTOCOL BY OR THROUGH SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE SETTINGS THAT YOU HAVE SET IN SUCH DIGITAL WALLETS.

2.4 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services as applicable. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

3. YOUR ASSUMPTION OF RISK.

3.1 Risk of Financial Loss. WHEN YOU USE THE SERVICES, YOU UNDERSTAND AND ACKNOWLEDGE THAT RIVER IS NOT A FINANCIAL OR INVESTMENT ADVISOR AND THAT THE SERVICES ENTAIL A RISK OF LOSS AND MAY NOT MEET YOUR NEEDS. The Services provided by River rely on Supported Blockchains and the applicable Blockchain Rules, which may not be reliable, consistent or dependent in all scenarios. River may not be able to foresee or anticipate technical or other difficulties which may result in data loss or other service interruptions. River encourages you to periodically confirm the valuation of your User Assets and the accuracy of any User Asset Information through independent sources. River does not and cannot make any guarantee that your User Assets will not lose value. The prices of cryptocurrency assets can be extremely volatile. River makes no warranties as to any Supported Blockchain or the markets in which your User Assets are staked, transferred, purchased, or traded.

3.2 Cybersecurity Risks. You understand that like any other software, the Platform, and the Services could be at risk of third-party malware, hacks or cybersecurity breaches. You agree that it is your responsibility to monitor your User Assets regularly and confirm their proper use and deployment consistent with your intentions.

3.3 Expertise and Experience. You represent and warrant that you (i) have the necessary technical expertise and ability to review and evaluate the security, integrity, and operation of your Digital Wallet and any Supported Blockchains to which your User Assets may be deployed and staked in connection with the Services; (ii) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Digital Wallet and any Supported Blockchains to which your User Assets may be deployed in connection with the Services; (iii) know, understand and accept the risks associated with your Digital Wallet and any Supported Blockchains to which your User Assets may be deployed in connection with the Services; and (iv) accept the risks associated with blockchain technology generally, and are responsible for conducting your own independent analysis of the risks specific to your use of the Services. You further agree that River will have no responsibility or liability for such risks.

3.4 General Risks of Blockchain Technology. In order to be successfully completed, any transaction involving your User Assets initiated by or sent to your Digital Wallet must be confirmed by and recorded on the applicable Supported Blockchain. River has no control over any Supported Blockchain and therefore cannot and does not ensure that any transaction details that you submit or receive via our Services will be validated by or confirmed on the relevant Supported Blockchain, and River does not have the ability to facilitate any cancellation or modification requests. You accept and acknowledge that you take full responsibility for all activities that you effect through your Digital Wallet and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your Digital Wallet, to the maximum extent permitted by law. You further accept and acknowledge that:

(a) There are risks associated with using digital assets, including but not limited to, the risk of hardware, software and Internet connections; the risk of malicious software introduction; the risk that third parties may obtain unauthorized access to information stored within your Digital Wallet; the risks of counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable; and the risk that such digital assets may fluctuate in value. You accept and acknowledge that River will not be responsible for any communication failures, disruptions, errors, distortions, delays or losses you may experience when using blockchain technology, however caused.

(b) The regulatory regimes governing blockchain technologies, cryptocurrencies, and tokens are uncertain, and new regulations or policies, or new or different interpretations of existing regulations, may materially adversely affect the development of the Services and the value of your User Assets.

(c) River makes no guarantee as to the functionality of any blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions (including without limitation changes to any Blockchain Rules) that are unfavorable to your User Assets. You acknowledge and accept that the Blockchain Rules governing the operation of a Supported Blockchain may be subject to sudden changes which may materially alter such Supported Blockchain and affect the value and function of any of your User Assets staked on or to that Supported Blockchain.

(d) River makes no guarantee as to the security of any Supported Blockchain or Digital Wallet. River is not liable for any hacks, double spending, or any other attacks on a Supported Blockchain or Digital Wallet.

(e) Any Supported Blockchain may slash or otherwise impose penalties on certain validators (including validators to which your User Assets have been deployed) in response to any activity not condoned by such Supported Blockchain, whether in accordance with the applicable Blockchain Rules or otherwise. You acknowledge and agree that River shall have no liability in connection with any such slashing or penalties, including any slashing or penalties that result in a loss or depreciation of value of your User Assets.

(f) The Supported Blockchains are operated or controlled by and/or dependent on third parties, and River is not responsible for their performance nor any risks associated with the use thereof. The functionality of the Services relies on, and River makes no guarantee or warranties as to the functionality of or access to, any Supported Blockchain, Digital Wallet, or Third-Party Service.

(g) You control your Digital Wallet, and River is not responsible for its performance, nor any risks associated with the use thereof.

4. USE OF THE SERVICES.

4.1 License to the Services. Subject to the Agreement, River grants you a limited license to access and use the Services solely as described hereunder. Unless otherwise specified by River in a separate license, your right to use any and all Services is subject to this Agreement. You acknowledge and agree that nothing set forth herein shall be construed as a sale of any ownership interest in or to the Services or any intellectual property rights associated therewith.

4.2 Updates. You understand that Services are evolving. You acknowledge and agree that River may update Services with or without notifying you. You may need to update third-party software from time to time in order to use Services.

4.3 River Communications. By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your use of the Services, updates concerning new and existing features on the Services, communications concerning

promotions run by us or our third-party partners, and news concerning River and industry developments.

4.4 Certain Restrictions. The Services are intended for your internal use only. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of River; (c) you shall not use any metatags or other “hidden text” using River’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. River, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services may terminate the licenses granted by River pursuant to the Agreement.

4.5 Third-Party Services. Certain features of the Services may rely on third-party websites, services, technology, or applications accessible or otherwise connected to the Services but not provided by River, such as any Supported Blockchain, any validator on such Supported Blockchain, our third-party identity verification providers and your Digital Wallet (each, a “**Third-Party Service**” and, collectively, “**Third-Party Services**”). Notwithstanding anything to the contrary in these Staking Terms, you acknowledge and agree that (i) River shall not be liable for any damages, liabilities, or other harms in connection with your use of and/or any inability to access the Third-Party Services; and (ii) River shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of Third-Party Services or any other circumstances beyond River’s control, including without limitation the failure of a Supported Blockchain or other Third-Party Service.

5. OWNERSHIP.

1.1 Services. You agree that as between you and River, River and its suppliers own all rights, title and interest in the Services including but not limited to, any software, computer code, algorithms, technology, themes, objects, concepts, artwork, animations, sounds, methods of operation, and documentation, as well as all intellectual and proprietary rights related thereto. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services.

1.2 Trademarks. River’s stylized name and all related graphics, logos, service marks and trade names used on or in connection with any Services, or in connection with the Services, are the trademarks of River and may not be used without permission in connection with your, or any third-party,

products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

1.3 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to River through its suggestion, feedback, wiki, discord, forum, or other pages or means (“Feedback”) is at your own risk and that River has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to River 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 otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Services and/or River’s business.

2. **USER CONDUCT.** You agree that you are solely responsible for your conduct in connection with the Services. You agree that you will abide by this Agreement and will not (and will not attempt to): (1) provide false or misleading information to River; (2) use or attempt to use another User’s Digital Wallet; (3) pose as another person or entity; (4) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner; (5) develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services; (6) bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services; (7) attempt to circumvent any content-filtering techniques we employ; (8) collect or harvest data from our Services that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities; (9) use data collected from our Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing); (10) bypass or ignore instructions that control all automated access to the Services; (11) use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement; (12) carry out any illegal activities in connection with or in any way 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 adversely affect the performance of the Services; (13) engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including: (a) trading User Assets at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such User Asset, unduly or improperly influencing the market price for such User Asset on the Services or any Supported Blockchain or establishing a price which does not reflect the true state of the market in such User Asset; (b) for the purpose of creating or inducing a false or misleading appearance of activity in a User Asset or creating or inducing a false or misleading appearance with respect to the market in a User Asset: (i) executing or causing the execution of any transaction in a User Asset which involves no material change in the beneficial ownership thereof; or (ii) entering any order for the purchase or sale of a User Asset with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such User Asset, has been or will be entered by or for the same or different parties; or (c) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a User Asset; (14) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in

securities, debt financings, equity financings or other similar transactions except in strict compliance with applicable law; (15) use the Service to participate in fundraising for a business, protocol, or platform except in strict compliance with applicable law; or (16) attempt to access any Digital Wallet that you do not have the legal authority to access. Any unauthorized use of any Services terminates the licenses granted by River pursuant to the Agreement.

3. FEES.

3.1 Fees. Access to the Website and certain Services is free. However, River reserves the right to charge fees (“**Fees**”) in connection with your use of certain Services from time to time. All pricing and payment terms for such Fees are as indicated on the Service, and any payment obligations you incur are binding at the time of the applicable transaction. In the event that River makes available, and you elect to purchase, any Services in connection with which River charges Fees, you agree that you will pay River all such Fees at River’s then-current standard rates. You acknowledge and agree that Fees may fluctuate based on market conditions on the applicable Supported Blockchain and notwithstanding any such fluctuation you remain liable for such Fees. You agree that all Fees are non-cancellable, non-refundable, and non-recoupable.

3.2 Gas Fees. You are solely responsible for ensuring that any payment made by you is sufficient to cover any Gas Fee required to complete any transaction in connection with or effect any other use of the Services. “**Gas Fees**” are transaction fees determined by market conditions on the applicable Supported Blockchain, and are not determined, set, or charged by River.

3.3 Taxes. You are responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of the Agreement or the transactions contemplated by the Agreement (other than taxes based on River’s net income).

3.4 Promotions. River may from time to time make available certain conditional offers, airdrops, promotional prices, or discounted fees (each, a “**Promotion**”) to new or existing users of the Services. The rules governing such Promotion will be made available in connection with such Promotion. River will determine your eligibility for any Promotion in its sole discretion and may change the terms of or terminate a Promotion at any time, with or without notice to you.

3.5 Currency. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay any Fees. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any transaction.

4. INDEMNIFICATION.

You agree to indemnify and hold River, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, an “**River Party**” and collectively, the “**River Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) your use of, or inability to use, any Services; (b) your violation of the Agreement, including any of your representations or warranties hereunder; (c) your violation of any rights of another party, including any Users; (d) your failure to provide accurate or complete data in connection with your use of the Services; (e) your violation of any applicable laws, rules or regulations. River reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with River in

asserting any available defenses. This provision does not require you to indemnify any of the River Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of the Agreement and/or your access to Services.

5. RELEASE

TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU HEREBY RELEASE THE RIVER PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS WHICH MAY BE SUSTAINED BY YOU WHILE USING, ARISING OUT OF, OR IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING ANY DIMINUTION OF VALUE TO OR LOSS OR THEFT OF ANY USER ASSETS. TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS RELEASE IS BINDING UPON YOUR RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, BENEFICIARIES, PARTNERS, AND ANY OTHER AFFILIATES OR INTERESTED PARTIES.

To the maximum extent permissible by applicable law, you waive and relinquish any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver, including any all rights and benefits which you have or may have under California Civil Code Section 1542 or any similar law or code in your jurisdiction, which states in substance "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." You acknowledge that the releases in these Staking Terms are intended to be as broad and inclusive as permitted by law, and as a complete and continuous release and waiver of liability for any and all use of the Services.

6. DISCLAIMER OF WARRANTIES AND CONDITIONS.

6.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SERVICES IS AT YOUR SOLE RISK, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. RIVER PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE. **RIVER PARTIES MAKE NO REPRESENTATION THAT THE SERVICES WILL FUNCTION AS INTENDED OR BE SUITABLE FOR YOUR PURPOSES, AND YOU BEAR ALL RISK ASSOCIATED WITH ANY USER ASSETS THAT YOU USE IN CONNECTION THEREWITH.**

(a) RIVER PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF SERVICES WILL BE ACCURATE OR RELIABLE. RIVER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROTOCOL OR YOUR USE OF THE SAME. THE RIVER PARTIES MAKE NO REPRESENTATION THAT THE SERVICES WILL BE FREE OF THIRD-PARTY MALWARE, HACKS OR OTHER CYBERSECURITY BREACHES.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE

TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS THEREFROM.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. RIVER MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM RIVER OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

6.2 FROM TIME TO TIME, RIVER MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT RIVER’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

6.3 RIVER IS NOT AN INVESTMENT OR FINANCIAL ADVISOR. NEITHER RIVER NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, OR DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES OR ANY RIVER WALLET. NEITHER RIVER NOR ITS SUPPLIERS OR LICENSORS SHALL BE CONSIDERED AN “EXPERT” UNDER THE APPLICABLE SECURITIES LEGISLATION IN YOUR JURISDICTION. NEITHER RIVER NOR ITS SUPPLIERS OR LICENSORS WARRANT THAT THIS WEBSITE COMPLIES WITH THE REQUIREMENTS OF ANY APPLICABLE REGULATORY AUTHORITY, SECURITIES AND EXCHANGE COMMISSION, OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.

6.4 No Liability for Blockchain Losses. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF DIGITAL ASSETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (a) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (b) SERVER FAILURE OR DATA LOSS; (c) CORRUPTED DIGITAL WALLET FILES; (d) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (e) REMOVAL OF ANY USER CONTENT ASSOCIATED WITH SUCH DIGITAL ASSETS; OR (f) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES, DIGITAL ASSETS, OR DIGITAL WALLETS. River is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of the Protocol, software (e.g., smart contract), blockchains, or any other features of or inherent to digital assets. River is not responsible for any delay or failure to report any issues with any blockchain supporting digital assets, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

6.5 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT RIVER PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK OR HOLD RIVER PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND SUPPORTED BLOCKCHAINS, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. RIVER SHALL BE UNDER NO OBLIGATION TO INQUIRE INTO AND SHALL NOT BE LIABLE FOR ANY DAMAGES, OTHER LIABILITIES OR HARM TO ANY PERSON OR ENTITY RELATING TO ANY LOSSES, DELAYS, FAILURES, ERRORS, INTERRUPTIONS OR LOSS OF DATA OCCURRING DIRECTLY OR INDIRECTLY BY REASON OF CIRCUMSTANCES BEYOND RIVER CONTROL, INCLUDING WITHOUT LIMITATION THROUGH THE

DEPLOYMENT OF USER ASSETS TO ANY SUPPORTED BLOCKCHAIN IN CONNECTION WITH THE SERVICES AND ANY USER ASSET INFORMATION.

6.6 No Liability in Connection with Open-Source Software. Notwithstanding anything to the contrary in these Staking Terms, you acknowledge and agree that any software or services you access under the terms of an OSS License is at your own risk, and River shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances outside beyond River control, including without limitation through your use of any content under the terms of an OSS License.

6.7 No Liability for Third-Party Materials. As a part of the Services, you may have access to materials that are hosted or made available by another party. You agree that it is impossible for River to monitor such materials and that you access these materials at your own risk.

6.8 No Liability for User Asset Information. The User Asset Information provided by River as part of the Services rely on Third-Party Services and Supported Blockchains and the applicable Blockchain Rules, and may not be reliable, consistent or dependent. River provides the User Asset Information for your convenience and makes no warranty that such User Asset Information is accurate or complete and encourages you to regularly verify through independent sources that such User Asset Information is accurate and complete.

6.9 No Guaranteed Returns. All claims, estimates, specifications, and performance measurements described on the Services, including any projected gain, return, or yield on any Digital Asset are good-faith statements but subject to change from time to time in response to market conditions, unanticipated third-party activities, and other changes. You are solely responsible for checking and validating the accuracy and truthfulness of such statements, and River shall have no responsibility or obligation relating to the foregoing. Any content produced by River on the Services has not been subject to audit and is for informational purposes only. You rely on the Services at your own risk.

6.10 All claims, content, designs, algorithms, estimates, roadmaps, specifications, and performance measurements described in the Services are done in the good faith efforts of River and its affiliates. It is up to you to check and validate their accuracy and truthfulness. Furthermore, nothing in the Service constitutes a solicitation for investment. Any content produced by River has not been subject to audit and are for educational and inspiration purposes only. River does not encourage, induce, or sanction the deployment, integration, or use of the Service in violation of applicable laws or regulations and hereby prohibits any such deployment, integration or use. This includes use of any such applications by you (a) in violation of export control or sanctions laws of the United States or any other applicable jurisdiction, (b) if you are located in or ordinarily resident in a country or territory subject to comprehensive sanctions administered by OFAC, or (c) if you are or are working on behalf of a Specially Designated National (“SDN”) or a person subject to similar blocking or denied party prohibitions. You should be aware that U.S. export control and sanctions laws prohibit U.S. person (and other persons that are subject to such laws) from transacting with persons in certain countries and territories or that are on the SDN list.

7. LIMITATION OF LIABILITY.

7.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL RIVER PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT RIVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR USE OF SERVICES OR ANY COMMUNICATIONS, INTERACTIONS OR EXCHANGES WITH OTHER USERS OF SERVICES OR THIRD PARTIES THAT INTERACT WITH THE SERVICES, ON ANY THEORY OF LIABILITY, INCLUDING ANY SUCH DAMAGES RESULTING FROM: (a) LOSS OR DIMINISHMENT IN VALUE OF USER ASSETS, (b) THE USE OR INABILITY TO USE SERVICES; (c) THE COST OF PROCUREMENT OF 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; (d) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (e) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN CONNECTION WITH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY SUPPORTED BLOCKCHAIN; (f) ANY USE OF THE PROTOCOL, OR (g) ANY OTHER MATTER RELATED TO SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A RIVER PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A RIVER PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A RIVER PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

7.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, RIVER PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) \$100; OR (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES WHERE SUCH REMEDY OR PENALTY CANNOT BE WAIVED OR REDUCED PURSUANT TO THIS AGREEMENT. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A RIVER PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A RIVER PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A RIVER PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

7.3 User Content. RIVER ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

7.4 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

7.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN RIVER AND YOU.

8. MONITORING AND ENFORCEMENT. If River becomes aware of any possible violations by you of the Agreement, River reserves the right to investigate such violations. If, as a result of the investigation, River believes that criminal activity has occurred, River reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. River is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including any information related to your Digital Wallet and other Registration

Data, in River's possession in connection with your use of Services, (i) to comply with applicable laws, legal process or governmental request; (ii) to enforce the Agreement (iii) to respond to your requests for customer service, or (iv) to protect the rights, property or personal safety of River, its Users or the public, and all enforcement or other government officials, as River in its sole discretion believes to be necessary or appropriate.

9. TERM AND TERMINATION.

9.1 Term. The Agreement commences on the date when you accept the Agreement (as described in the preamble above) and remain in full force and effect while you use Services, unless terminated earlier in accordance with the Agreement.

9.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used Services or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

9.3 Termination of Services by River. River reserves the right to terminate this Agreement and your access to the Services at any time, for any or for no reason, with or without notice to you.

9.4 Termination of Services by You. If you want to terminate the Services provided by River, you may do so by (a) notifying River at any time and (b) ceasing all further use of the Services. Your notice should be sent, in writing, to River's email address set forth in Section 16.15.

9.5 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Upon termination of any Service, your right to use such Service will automatically terminate immediately. River will not have any liability whatsoever to you for any suspension or termination. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, indemnification and limitation of liability.

9.6 No Subsequent Registration. If your ability to access the Services, is discontinued by River due to your violation of any portion of the Agreement, then you agree that you shall not attempt to re-register with or access the Services, and you acknowledge that you will not be entitled to receive a refund for any Fees related to those Services to which your access has been terminated.

10. INTERNATIONAL USERS. Services can be accessed from countries around the world and may contain references to Services that are not available in your country. These references do not imply that River intends to offer such Services in your country. River makes no representations that Services are appropriate or available for use in other locations. Anyone accessing the Services does so of their own volition and is responsible for compliance with applicable law.

11. DISPUTE RESOLUTION. Please read this Section 15 ("**Arbitration Agreement**") carefully. It is part of your contract with River and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

11.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement (including Section 15.2, which shall apply notwithstanding any laws or rules in your jurisdiction that may prohibit mandatory or compelled arbitration), you and River agree that any dispute,

claim, disagreements arising out of or relating in any way to your access to or use of the Services or the Staking Terms and prior versions of the Staking Terms, including claims and disputes that arose between us before the effective date of these Staking Terms (each, a **“Dispute”**) will be resolved by binding arbitration, rather than in court, except that: (1) you and River may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or River may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, **“Dispute”** will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Staking Terms as well as claims that may arise after the termination of these Staking Terms.

11.2 Informal Dispute Resolution. There might be instances when a Dispute arises between you and River. If that occurs, River is committed to working with you to reach a reasonable resolution. You and River agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and River therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (**“Informal Dispute Resolution Conference”**). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (**“Notice”**), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to River that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to the contact information set forth in Section 16.15. The Notice must include: (1) your name, telephone number, mailing address, and e-mail address; (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

11.3 Waiver of Jury Trial. YOU AND RIVER HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and River are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled **“Applicability of Arbitration Agreement”** above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

11.4 Waiver of Class and Other Non-Individualized Relief. YOU AND RIVER AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 15.9, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY

INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Subsection 15.9. Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this Subsection 15.4 are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and River agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the courts of the state of Delaware, sitting in Wilmington, Delaware. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or River from participating in a class-wide settlement of claims.

11.5 Rules and Forum. The Staking Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and River agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("**AAA**"), in accordance with the Consumer Arbitration Rules ("**AAA Rules**") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration ("**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration (if applicable) as well as the applicable Digital Wallet address; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and River otherwise agree, or the Batch Arbitration process discussed in subsection 15.9 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and River agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the

condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

11.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in Delaware and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 15.9 is triggered, the AAA will appoint the arbitrator for each batch.

11.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Subsection 15.4, including any claim that all or part of Subsection 15.4 is unenforceable, illegal, void or voidable, or that Subsection 15.4 has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Subsection 15.9, all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Subsection 15.9. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

11.8 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or River need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

11.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and River agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against River by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and

administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by River. You and River agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

11.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the email address set forth in Section 16.15, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, email address, Digital Wallet address (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Staking Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

11.11 Invalidity, Expiration. Except as provided in Subsection 15.4, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with River as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

11.12 Modification. Notwithstanding any provision in these Staking Terms to the contrary, we agree that if River makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to River at the email address set forth in Section 16.15, your continued use of the Services, including the acceptance of products and services offered on the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Staking Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, or these Staking Terms, the provisions of this Arbitration Agreement as of the date you first accepted the Staking Terms (or accepted any subsequent changes to

these Staking Terms) remain in full force and effect. River will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Staking Terms.

11.13 Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

11.14 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with River.

12. GENERAL PROVISIONS.

12.1 Independent Contractors. The relationship of River and you under this Agreement is that of independent contractors. Notwithstanding anything else set forth herein, neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other. Your use of the Services shall not imply, suggest, or otherwise attempt to create an employment relationship between River and you.

12.2 Electronic Communications. The communications between you and River may take place via electronic means, whether you visit Services or send River e-mails, or whether River posts notices on Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from River in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that River provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

12.3 Release. You hereby release River Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Services, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of Services.

12.4 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without River's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

12.5 Force Majeure. River shall not be liable for any delay or failure to perform resulting from causes outside its control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, epidemics, pandemics, governing laws, rules or regulations, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

12.6 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to Services, please contact us at the email address listed in Section 16.15. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

12.7 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and River agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the courts of Delaware, sitting in Wilmington, Delaware.

12.8 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

12.9 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

12.10 Notice. Where River requires that you provide an e-mail address, you are responsible for providing River with your most current e-mail address. In the event that the last e-mail address you provided to River is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, River's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to River at the email address listed in Section 16.15. Such notice shall be deemed given when received by River by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

12.11 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.12 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

12.13 Export Control. You may not use, export, import, or transfer Services except as authorized by the laws of the jurisdiction in which you access Services, and any other applicable laws.

12.14 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

12.15 Contact Information.

Email: help@towns.com