

# KoalaSwap

## Terms of Service

**Last Updated:** June 10, 2025

**Version:** 1.0

### 1. Introduction

#### a. Application

These Terms govern your access to and use of the Platform, Communication Channels, and Materials. Please read these Terms carefully as they affect your obligations and legal rights.

#### b. Acceptance

By accessing, using, or otherwise interacting with the Platform, or by accepting these Terms, including by clicking a checkbox referencing these Terms, you confirm that you have read, understood, and agree to these legally binding Terms in full without modifications or reservations. If you do not agree, you must immediately stop using the Platform. If you are acting on behalf of an entity, you confirm that you are authorised to accept and agree to these Terms on both its behalf and your own.

#### c. Disclaimers

Note that Section 14 [Applicable Law and Dispute Resolution](#) contains provisions governing the choice of law, arbitration terms, and class action waiver. Please read and review Sections 11, 12, 13 [Important Disclaimers](#), [Limitation of Liability](#), and [Indemnification](#) carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify us and KoalaSwap Parties, and contain disclaimer of warranties concerning the Platform.

#### d. Personal Data

Your personal data is processed in accordance with the [KoalaSwap Privacy Notice](#).

#### e. Risk Disclosure Statement

By using the Platform, you acknowledge and accept in full the risks set out in the [Risk Disclosure Statement](#), which forms an integral part of these Terms and which is incorporated by reference herein. These risks are not exhaustive nor presented in any specific order of priority. You understand that any of these risks may result in damages or complete loss of your assets, and you are solely responsible for that. You must not use the Platform or carry out any transactions if you cannot accept these risks.

#### f. Modification

These Terms may be modified, supplemented, or updated from time to time without your consent or prior notice. In this case, the “Last Updated” date and version number at the top of these Terms will be updated accordingly. The updated Terms will automatically replace and supersede the previous version upon publication, taking immediate effect, unless we decide otherwise. By continuing to use

the Platform, you confirm your acceptance of the updated Terms. It is your responsibility to review these Terms regularly to stay informed of any changes. If you do not agree to the amended Terms, you must immediately stop accessing or using the Platform.

## **g. Interpretation**

Capitalised terms used herein and rules of interpretation are defined in Section 16 [Interpretation](#).

# **2. Eligibility; No Consumer Access**

## **a. Eligibility Criteria**

To be eligible to access and use the Platform, you must: (i) be capable of entering into a legally binding agreement; (ii) not be a Prohibited Person or acting on its behalf; (iii) be at least 18 years old or of legal age (age of majority) in your jurisdiction; (iv) not be a Consumer; (v) if representing an entity, have proper authorisation and confirm the entity is properly existing; and (vi) fully comply with these Terms. If you do not meet these criteria, you must not use the Platform until you do.

## **b. No Consumer Access or Protections**

The Platform is intended exclusively for use by professionals, experts, or traders, and is not provided to Consumers. By using the Platform, you confirm and acknowledge that you are not acting as a Consumer nor do you qualify as a Consumer when using the Platform, and that you have sufficient understanding of provided functionality and associated risks. Accordingly, to the maximum extent permitted by applicable law, you acknowledge that consumer protection rights and remedies do not apply to your use of the Platform or any of its components.

# **3. Platform and Underlying Infrastructure**

## **a. General**

The Platform's functionality and features may be outlined in the Materials or communicated by us or on our behalf via the Communication Channels. Generally, the Platform allows you to interact with the Smart-Contracts, which facilitate swapping, trading, and executing other transactions involving Virtual Assets. The Platform functions solely as a technical and administrative user interface. Our role is strictly limited to operating, providing, and maintaining the Platform, which grants access to decentralised Smart-Contracts that execute all respective transactions. The Platform is not a regulated or licensed service provider and is not supervised or authorised by any governmental, regulatory, or supervisory authority.

## **b. Platform**

While the Platform interacts with the Smart-Contracts, the Platform does not form a part of the Smart-Contracts and serves exclusively as a mere web-based independent interface to access and interact with the Smart-Contracts. Since the Smart-Contracts are open sourced, there might be other interfaces enabling interaction with the Smart-Contracts that have no connection to or affiliation with us. We only provide the Platform and are not responsible for nor involved in the operation of the Smart-Contracts or any third-party web-interfaces providing access thereto.

## **c. Smart-Contracts**

The Smart-Contracts are decentralised, have no central operator and consist of open-sourced, autonomous and self-executable software implemented on public blockchain networks. This means that any interaction with and use of the Smart-Contracts shall be governed by the respective software comprising the Smart-Contracts. As an open-source software, the Smart-Contracts and their source code may be reviewed, verified, and used by anyone (subject to the terms of the applicable FOSS Licences). We do not control or operate the Smart-Contracts, Smart-Contracts' underlying blockchain networks, or any software through which such networks are formed. However, any malfunction, breakdown or abandonment of the underlying blockchain networks or the Smart-Contracts may have a material adverse effect on the Platform. You should carefully and thoroughly review and assess the Smart-Contracts and related software before you use them. Any such use shall be at your own risk and discretion.

#### **d. Intended Software Logic**

You are required to comply with the intended logic of the Platform, Smart-Contracts, and their underlying software. Bugs, flaws in logic, and other vulnerabilities are not part of their intended operation. Exploiting bugs, flaws, or vulnerabilities in the Platform, Smart-Contracts, or associated software, regardless of purposes or circumstances, shall be strictly prohibited, and any such transactions shall be considered void and null *ab initio*; relevant acts, including those harming other users, may be treated as criminal or other offences under applicable law. Virtual Assets acquired through violation of the intended logic of the Platform, Smart-Contracts, or their underlying software, taking advantage of flaws, bugs, errors, or vulnerabilities therein shall be deemed unlawfully obtained, and may be further subject to forfeiture under applicable law or other adverse consequences.

#### **e. Non-Party Status**

The Platform is not involved in any transactions you conduct with the Virtual Assets, whether on the Platform or otherwise using the Smart-Contracts. All legal relationships and obligations for such transactions exist solely between you and the corresponding counterparty. We do not act as a party or intermediary to these transactions and accept no responsibility or liability for any disputes that may arise. Such disputes must be resolved directly between you and the respective counterparty.

#### **f. Updates and Availability**

The Platform, including its underlying technical infrastructure and software, may be terminated, suspended, updated or modified at any time with or without a reason or prior notice, and without any liability whatsoever. The Platform or its components may also become inaccessible or inoperable due to maintenance, updates, disruptions, cyberattacks, technical issues, Force Majeure circumstances, unavailability of Third-Party Services, and so forth. Access may also be limited, suspended, or restricted with immediate effect and without notification and liability, regardless of reason, including if you violate these Terms or applicable laws, create legal exposure for us or Affiliates, are identified as a Prohibited Person or act on their behalf. The Platform may integrate software, solutions, or tools to identify Prohibited Persons or users violating these Terms or laws. You must comply with all limitations outlined in these Terms and not attempt to circumvent or bypass them.

### **4. Smart-Contracts**

#### **a. General Disclaimers**

The Platform functions solely as an interface and does not control the Smart-Contracts, which determine the price and other parameters of transactions. We do not represent or warrant the accuracy, completeness, reliability, or timeliness of any information displayed on the Platform, including details about the Smart-Contracts, nor can we ensure that specific information will be available. We decide, at our sole discretion, what data related to the Smart-Contracts is shown on the Platform. The availability of a specific feature on the Platform does not constitute our endorsement or recommendation of that feature or the Smart-Contracts in general, nor does it confirm that we have reviewed or validated that feature or the Smart-Contracts. By using or otherwise interacting with the Smart-Contracts, you agree to the automatic processing of transactions in accordance with the applicable parameters configured within them. In the event of a conflict between these Terms and the Smart-Contracts, these Terms shall prevail for legal and judicial matters, while the Smart-Contracts and terms embedded therein will take precedence in governing transactions involving Virtual Assets.

## **b. Swaps**

The Smart-Contracts enable the swapping and trading of Virtual Assets. The Platform's interface provides only an estimated price for transactions, but the final price is determined by the Smart-Contracts, which operate independently from the Platform. There are no warranties that the price or transaction will be suitable for you or that the transaction will be executed at all, as these factors are beyond our control and highly dependent on the Smart-Contracts. You acknowledge and agree that once your order or transaction is executed, it is final, irreversible, and cannot be cancelled.

## **c. Liquidity Pools Description**

The Platform may from time to time allow interactions with the liquidity pools. You may stake (lock) certain Virtual Assets within the Smart-Contracts to receive remuneration. The terms, requirements, and restrictions for liquidity pools and associated Virtual Assets are set by Smart-Contracts and other third parties, over which the Platform has no control. If your chosen liquidity pools require locking Virtual Assets for a specific period, you will not be able to use, claim, or withdraw them until the applicable term expires. When traders pay fees for trades within a specific liquidity pool, all or part of those fees automatically accrue to those users who provided Virtual Assets to the respective Smart-Contracts. The remuneration and other parameters displayed on the Platform are indicative and approximate, based on information provided by Smart-Contracts and/or third parties creating the liquidity pool, and other factors. Exercise extreme caution when using the liquidity pools, as the volatility of Virtual Assets may lead to temporary or permanent loss of provided Virtual Assets or their value.

## **d. Liquidity Pools Disclaimers**

We do not control, operate, administer, have access to, or manage any liquidity pools, and make no warranties, whether express or implied, with respect to such liquidity pools, their performance, operation, functionality or security, including implied warranty of fitness for a particular purpose, and any warranties implied by the course of deal, or conduct, or otherwise, all of which are expressly disclaimed and denied. Each liquidity pool is a separate autonomous software deployed by a third party, distinct from the Platform. We neither review, verify, test, examine, or validate any liquidity pools and their creators or liquidity providers, nor are obligated to do so.

# **5. Wallets**

## **a. General**

When using the Platform, you may connect your Wallet to it through one of the compatible third-party solutions, including software wallets. All Wallets or software wallets you use within the Platform are considered Third-Party Services, and we neither endorse nor shall be held liable or responsible in connection therewith. When using them, you should carefully review their applicable terms and policies. You may disconnect your Wallet from the Platform at any time.

## **b. Security**

Neither we nor the Platform have access to or control over your Wallets or Virtual Assets held in them. You must not share your Wallet credentials or allow others to access them. You are fully responsible for (i) securing your Virtual Assets, Wallets, and associated credentials; (iii) keeping your Wallet credentials confidential and ensuring their proper use; and (iv) all transactions made through your Wallets or using credentials thereto, and all such transactions will be considered to be made personally by you.

## **c. Loss of Access**

We do not store any credentials associated with your Wallets on our servers. Since these credentials and other Wallet-related information are not backed up, we cannot restore them if they are lost.

## **d. Release**

We are not liable for any losses or damages, including consequential, incidental, or indirect damages, resulting from the unauthorised use of your Wallet, except where such unauthorised use results from our gross negligence. This includes cases where you fail to maintain the confidentiality of your Wallet credentials. To the maximum extent permitted by applicable law, you hereby release and forever discharge the KoalaSwap Parties from any and all actions, claims, suits, demands, losses, damages, obligations, or liabilities of any kind, whether known or unknown, arising from or related to the above.

# **6. User Instructions**

## **a. General**

You are responsible for ensuring that all your User Instructions are complete and accurate. We are not obligated to verify their correctness, accuracy, authenticity, or validity, nor will we be obligated to monitor or reject them for any reason, even if they appear to be duplicates. However, we may or the Platform may automatically reject your User Instructions if they violate its intended logic, or if there are doubts about their accuracy, authenticity, or validity. In such cases, you may be required to take further actions regarding the relevant User Instruction.

## **b. Submission**

By submitting a User Instruction, you initiate the corresponding transaction, which may result in transferring to or deducting Virtual Assets from your Wallet in accordance with your User Instruction. If your Wallet has insufficient Virtual Assets to complete the transaction, including covering applicable Third-Party Costs, the transaction will not be processed, and the User Instruction may be rejected. User Instructions are irrevocable; once submitted, you have no right to rescind or withdraw them. We make no warranties that any User Instruction or associated transaction will be completed successfully, within a specific timeframe, or at all.

### c. Disclaimers

By providing a User Instruction, agree and understand that: (i) your User Instruction are considered unsolicited, i.e. solely initiated by you; (ii) you have not received any advice from us in connection with any User Instruction; and (iii) we do not conduct a suitability review of any User Instruction you submit.

### d. Security

You acknowledge that User Instructions transmitted via the Platform are generally sent over the internet and may pass through public, transnational networks that are not specifically secured. We cannot warrant complete protection against unauthorised access, and you accept the associated risks.

### e. Records

We shall have the right to maintain records of all User Instructions and associated transaction data to ensure the security of the Platform and its users, including fraud prevention, abuse detection, and compliance with legal obligations, where applicable. Our records of all User Instructions shall be conclusive and binding on you for all purposes.

## **7. Fees, Third-Party Costs, and Taxes**

### a. Platform Fees

Currently, neither we nor the Platform charge any fees on our behalf. However, we reserve the right to introduce Platform fees at any time at our sole and absolute discretion.

### b. Third-Party Costs

When conducting transactions within the Platform, you may incur certain Third-Party Costs. You are solely responsible for these Third-Party Costs, and we bear no liability for them. It is your responsibility to independently verify and review any Third-Party Costs associated with your transactions.

### c. Taxes

You are solely responsible for all current and future Taxes applicable to you that may arise from or relate to the transactions made by you through or in relation to the Platform. This includes all Taxes imposed, levied, collected, withheld, or assessed by any state or governmental authority. It is your obligation to manage your tax responsibilities, as failure to do so may result in penalties, fines, or other legal consequences.

## **8. Intellectual Property**

### a. All Rights Reserved

Except as explicitly provided under these Terms or the applicable law, you do not gain any rights in or to the Intellectual Property, which remains fully owned by its respective rights holders, who may restrict its use at any time. Specific elements of the Intellectual Property are protected under

applicable laws, for example: (i) distinctive elements of Third-Party Services may be protected as trademarks, trade dress, copyright, or otherwise, (ii) the Platform features are protected by copyright, database 'sui generis' rights, or otherwise, and (iii) the Platform's design and branding may be protected by copyright, trademark laws, or otherwise, as applicable. You must not obscure, remove, or alter any marks or notices within the Platform. You additionally acknowledge that no rights or interests in any trade names, logos, trademarks, service marks, or other brand identifiers displayed within the Platform are granted to you under the Licence or otherwise under these Terms, and all such rights are expressly reserved by us or the relevant third-party owners.

## **b. Licence**

Subject to your compliance with these Terms, you are hereby granted the Licence. The Licence will remain effective until it is revoked or these Terms terminate or expire. Any use of the Platform or the Intellectual Property not expressly permitted under the Licence or applicable law is prohibited.

## **c. FOSS Licences**

Any items or components of the Platform distributed under a FOSS Licence, if applicable, are not governed by the Licence granted under these Terms. Such items are provided to you solely under the terms of their respective FOSS Licences. This applies only to components originally distributed under a FOSS Licence and expressly excludes: (i) any items or components developed or modified by us that were not initially released under a FOSS Licence; and (ii) any derivative works generated by us using FOSS-licensed items or components.

# **9. Your Representations and Warranties**

By accepting these Terms, you make the following representations and warranties, which must remain true, complete, accurate, and non-misleading at the time of acceptance and throughout your use of the Platform:

## **a. Acknowledgement of Terms**

You have read and understood these Terms, have the authority to accept them, enter into a binding legal agreement with us, and meet the obligations these Terms outline.

## **b. No Conflict**

Acceptance of these Terms will not breach or conflict with any court orders, judgments, or existing agreements or arrangements you are bound by.

## **c. Entity Representation**

If you are acting on behalf of an entity, you confirm that the entity is properly incorporated, registered, and in good standing in its jurisdiction. The entity is responsible for any breach of these Terms by you or its employees, unless you are personally liable under the law. Additionally, accepting these Terms must not breach or conflict with the entity's organisational documents.

## **d. Approvals or Authorisations**

If and to the extent necessary, all consents, permissions, authorisations, approvals, and agreements from third parties, as well as any required registrations, declarations, or filings with regulatory or governmental authorities, have been unconditionally obtained as of the date you accept these Terms.

#### **e. Consumer**

You are not a Consumer and you acknowledge that the consumer protection laws do not apply to your use of the Platform or any of its features.

#### **f. Prohibited Person Status**

You are not a Prohibited Person, nor act on behalf or for the benefit of a Prohibited Person.

#### **g. Compliance**

Your acceptance of these Terms and use of the Platform is in full compliance with all applicable laws. You will meet all tax obligations related to your use of the Platform, any transactions made by you in relation to the Platform, as well as any acquisition, sale, transfer or other disposal of the Virtual Assets.

#### **h. Authorised Wallet and Asset Use**

Any Wallet you use in relation to the Platform must either be owned by you or used with valid authorisation. All Virtual Assets you use in relation to the Platform must be owned by you or used with proper authorisation, originate from legitimate sources, and have been lawfully acquired.

#### **i. Understanding of Blockchain Technology**

You have sufficient understanding of the functionality, usage, storage, transmission mechanisms, and complexities related to Virtual Assets, Wallets, blockchain-based software, and distributed ledger technology, including blockchain, in general. You additionally confirm that you have sufficient understanding of the functionality, usage, risks, and features of the lending and borrowing functionality you select to interact with.

#### **j. Transactions**

You are solely responsible for all and any operations and transactions with Virtual Assets or other funds carried out through or in relation to the Platform, as well as for their consequences and outcomes.

#### **k. Participation Expectations**

You understand that your use of the Platform and Materials may not meet your expectations, fit for a particular purpose or be beneficial, profitable or suitable for you, and it is your decision whether to use or interact with it. Any expectations of financial gain or other benefits are solely your own responsibility, and we disclaim any liability for any loss or damage incurred from such expectations.

#### **l. Independent Decision-Making**

You will carefully evaluate, check, and verify any content made available to you through the Platform, Communication Channels, or provided otherwise on our behalf, including Materials, before using or relying on it in any way. You will not base any decisions solely on such information.



## 10. Prohibited Activities

You must not conduct or participate in any of the following activities, whether directly or indirectly, when using the Platform:

### a. No Multiple Accounts

Do not use multiple accounts, automated bots or scripts for accessing and using the Platform, to create or manage multiple accounts.

### b. No Unauthorised Data Extraction

Do not use any data mining tools, robots, spiders, crawlers, scrapers, or similar automated methods designed to gather, extract, or harvest data from the Platform or any of its parts.

### c. No Disruption and Interference

Do not disrupt, interfere with, or inhibit others from using the Platform. Additionally, you are prohibited from engaging in activities that could disable, impair, or harm the Platform and its underlying infrastructure or software.

### d. No Restrictions Circumvention

Do not circumvent or attempt to bypass any access or functionality restrictions or limitations related to the Platform.

### e. No Illegal Use and Harm to Others

Do not use the Platform, or the Communication Channels for illegal purposes, including money laundering, terrorism financing, fictitious trading, market manipulation, price manipulation, or wash trading, or those that are harmful or detrimental to the KoalaSwap Parties or others.

### f. No Market Manipulation

Do not disrupt or attempt to interfere with ordinary trading or operations, including actions intended to create a false impression of market depth or interest.

### g. No Fraudulent Activities

Do not engage in fraudulent activities, such as providing false, inaccurate, or misleading information to unlawfully acquire funds or property from others.

### h. No Harmful or Malicious Activities

Do not use malware, harmful code, or software, engage in hacker attacks, or exploit any technical glitches, malfunctions, failures, delays, defaults, or security breaches in relation to the Platform and its underlying infrastructure or software.

### i. No Third-Party Rights Violation

Do not violate any rights of any third person, including intellectual property rights.

## **j. No Copyright Infringement**

Do not (i) modify, adapt, or integrate any part of the Platform into another program or application; (ii) disassemble, decompile, reverse-engineer, or attempt to access the source code, object code, or underlying algorithms of the Platform or its components; (iii) copy, replicate, download, store, distribute, transfer, broadcast, publish, alter, sell, lease, sublicense, or create derivative works from any part of the Intellectual Property; and (iv) remove or modify any copyright statements, labels, or licensing information.

## **k. No Impersonation**

Do not impersonate any person, project, or entity, or misrepresent your affiliation with them in any way. This includes attempting to disguise your identity or the origin of any messages or transmissions sent to us or others.

## **l. Good Faith and Lawful Conduct**

Do not act unfairly and contrary to the principle of good faith, nor carry out any other activities that violate any applicable regulations, rules, orders, etc.

# **11. Important Disclaimers**

## **a. No Warranties and Representations**

The Platform, including its services, functionality, components, integrations, underlying infrastructure and software, Smart-Contracts, and Materials are provided on an “as is” and “as available” basis, and their use is entirely at your own risk. There are no warranties of any kind, express or implied, including but not limited to warranties of title, non-infringement, integration, merchantability, fitness for a particular purpose, or those arising from any course of performance or usage of trade with respect to the Platform, including its components, integrations, underlying infrastructure and software, all of which are expressly disclaimed and denied. Specifically, there is no assurance that the Platform, including its components, integrations, underlying infrastructure and software, will function as expected, have any specific functionality, be secure or accessible at any time or location, operate continuously, or be free of defects or errors, nor that any issues will be resolved.

## **b. No Advice**

No part of these Terms, the Platform, and the Materials, is intended to be, or should be considered, or construed as a business, legal, financial, virtual asset, investment, trading, or any other sort of advice, or advice of an advisor or broker regarding any matters to which all or any part of such information relates. Before making any decision, you should consult your own legal, financial, tax, or other professional advisors regarding any such information.

## **c. No Custody**

We do not provide nor intend to provide any custodial or similar services, custodial solutions or software, do not act as your agent or representative, and do not control, manage, or custody your Wallet connected to the Platform or any of your Virtual Assets.

## **d. No Offer or Solicitation**

No part of these Terms, Communication Channels, Materials, or the Platform constitutes (i) a prospectus, (ii) offer document, or (iii) an offer, recommendation, or solicitation to buy, sell, or hold investment instruments, securities, stocks, or Virtual Assets, in any jurisdiction.

#### **e. No Regulated Services**

Nothing in these Terms, Communication Channels, Materials, or within the Platform shall be interpreted or considered as the provision of financial, virtual asset, legal, investment, tax, brokerage, financial advisory, fund management, or any related intermediation services. You are solely responsible for ensuring that your use of the Platform and any transactions with the Virtual Assets comply with the applicable laws, regulatory and other requirements.

#### **f. No Benefits**

Using the Platform does not presume any benefits, financial returns, gains, or positive outcomes. Any expectations of financial gain or other benefits are entirely your responsibility, and we are not liable for any losses or damages resulting from such expectations.

#### **g. No Fiduciary Relationship**

To the fullest extent permitted by applicable law, we owe no fiduciary duties to you under these Terms. However, we must act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing, as required by law.

#### **h. No Partnership or Agency**

These Terms do not create any agency relations, partnership, joint venture, or co-operative entity. We and you have no authority to bind each other or make public statements on each other's behalf.

#### **i. Third-Party Services**

When using the Platform, you may encounter and interact with the Third-Party Services. We do not provide any warranties, express or implied, regarding them and do not endorse, recommend, or solicit their use or any interaction with them. Your use of Third-Party Services, as well as any interactions with third parties linked to or from the Platform, are entirely at your own risk.

#### **j. Void Transactions**

Any Virtual Assets misappropriated or obtained through violations of these Terms or the intended functionality of the Platform, Third-Party Services, or related software, including interference with Smart-Contracts operations or attacks, are strictly prohibited. Any related transactions will be deemed null and void from the outset (ab initio), and the involved Virtual Assets may be subject to forfeiture under applicable law.

#### **k. Platform Services**

There is no assurance that the Platform services and any related information will be up-to-date, true, accurate, complete, timely or non-misleading, and you expressly acknowledge and agree that we will be under no obligation to update or fix them. You shall solely evaluate all information provided by us or on our behalf. The Platform services and any related information may be updated from time to time

with or without notice depending on various circumstances, including market conditions, applicable regulation, and governments' actions.

## **12. Limitation of Liability**

### **a. Damages**

Except as excluded herein and subject to the liability cap outlined below, we are liable only for damages that directly arise from breach of our obligations under these Terms or applicable law. Additionally, to the fullest extent permitted by the applicable law, the KoalaSwap Parties shall not be liable for any consequential, incidental, indirect, or punitive damages, including loss of profits, business opportunities, data, goodwill, diminution of value, or business interruptions, regardless of their legal basis.

### **b. No Personal Liability**

To the fullest extent permitted by law, in no event shall our or Affiliates' officers, directors, employees, consultants, and shareholders be held personally liable in connection with these Terms and any transaction contemplated hereunder, provided that the foregoing shall not limit our liability as an entity.

### **c. Liability Cap**

To the fullest extent permitted by law, the total liability of the KoalaSwap Parties arising from these Terms, whether in contract, tort, breach of duty, or otherwise, including attorney's fees, will not exceed the greater of: (i) one thousand (1,000) U.S. dollars or equivalent, or (ii) the amounts paid and/or payable by you to us in connection with the Platform in the six (6) month period preceding this applicable claim, if any, which explicitly excludes the Third-Party Costs.

### **d. No Liability**

To the fullest extent permitted by law, the KoalaSwap Parties shall not be liable for any losses or damages, regardless of their legal basis (breach of warranty, contract, negligence, strict liability, or tort), even if advised of the possibility of such losses, arising from or caused by: (i) any acts, activities or omissions of the Third-Party Services, users of the Third-Party Services, Platform users, or any other third parties that are outside of our direct control; (ii) the Smart-Contracts and Virtual Assets, as well as any failure thereof to perform as represented or expected; (iii) your breach of these Terms or the applicable law; and (iv) the Force Majeure Circumstances.

### **e. Exclusions**

Nothing in these Terms limits liability for gross negligence, fraud, death or personal injury resulting from negligence, or any other liability that cannot be legally limited.

## **13. Indemnification**

To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless the KoalaSwap Parties from any claims, demands, actions, damages, losses, costs, and expenses (including reasonable legal fees) arising from: (i) your violation of these Terms or applicable laws, including providing false representations or warranties; (ii) your use of the Platform; (iii) your acquisition, use, or disposal of Virtual Assets; and (iv) your tax obligations related to the transactions made through or in relation to the Platform. We reserve the right to control the defence of any

indemnified claim, at your cost. This indemnity is in addition to any other legal remedies available to us.

## **14. Applicable Law and Dispute Resolution**

### **a. Applicable Law**

These Terms, as well as any relationship relating to the Platform, are governed by the laws of the British Virgin Islands, excluding any conflict of law rules.

### **b. Negotiations**

You must first contact us to try to resolve any dispute related to these Terms or the Platform informally by sending a notice via email at [legal@units.network](mailto:legal@units.network). If no agreement is reached within thirty days, the dispute may be submitted to court as outlined below.

### **c. Arbitration**

If, and only if, a dispute cannot be resolved through the negotiations outlined in the preceding clause, then such dispute shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration (LCIA) Rules, which are deemed to be incorporated by reference herein. Any arbitration will occur in Road Town, Tortola, the British Virgin Islands. The number of arbitrators shall be one (1). The language to be used in the arbitral proceedings shall be English. Any and all notices, requests, demands, and other communications which are required or may be given in connection with the arbitration shall be sent in electronic form, either via email or other electronic means including via any electronic filing system operated by the LCIA. Any and all notices, requests, demands, and other communications sent by electronic means shall be treated as having been received by a recipient on the day it is transmitted (such time to be determined by reference to the recipient's time zone).

### **d. Dispute Resolution**

If, and only if, for any reason arbitration under the LCIA Rules, as outlined in the preceding clause, cannot be applied or enforced, then you and we agree to submit such a dispute to the exclusive jurisdiction of the British Virgin Islands courts in respect of any claim or matter arising from these Terms and to comply with all requirements necessary to give such court jurisdiction.

### **e. Confidentiality**

To the fullest extent permitted under applicable law, each party involved must maintain the confidentiality of any arbitration, litigation and negotiation proceedings, judgments and awards, including, but not limited to, all information gathered, prepared, and presented for purposes of the litigation or related to the disputes.

### **f. No Class Actions**

To the extent permissible by applicable law, any dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual litigation, not as part of a class, collective, representative, or private attorney general action or proceeding. You further agree to waive any right for such disputes to be brought or heard as a class, collective, representative, or private attorney general action or proceeding, to the extent permissible by applicable law. Combining or

consolidating individual claims or litigations into a single litigation is not permitted without our prior consent.

#### **g. Statutes of Limitation**

To the extent permitted by law, any claim related to these Terms and the Platform must be filed within one year of the event giving rise to the claim. Claims not filed within this period will be permanently barred, meaning neither you nor we can pursue such claims.

## **15. Miscellaneous**

#### **a. Languages**

The Platform, Communication Channels, and Materials may be available in multiple languages for user convenience. Translations into other languages may be generated manually or using automated translation tools. We do not warrant the accuracy, completeness, or contextual reliability of any translated content. In the event of any inconsistency or discrepancy between different language versions of the Platform, Communication Channels, or Materials, the English version shall prevail. We assume no liability for any misunderstandings, misinterpretations, or decisions made based on translated content. Additionally, where translations from non-English sources are provided, such translations may have been produced using automated tools, and we assume no liability for errors, omissions, or misinterpretations arising therefrom. Only the English version of these Terms, the Platform, Materials, Communication Channels, and Communications is considered official. The English version shall prevail in case of differences in translation of these Terms, the Platform, Materials, Communication Channels, or Communications.

#### **b. Entire Agreement**

These Terms and any incorporated documents constitute the entire agreement between you and us, superseding all prior and contemporaneous understandings, writings, or promises related to the subject matter of these Terms. You acknowledge and confirm that you will not rely on and have no remedies in respect of any warranty, statement, promise, assurance, or statement (whether made innocently or negligently) that is not set out in these Terms.

#### **c. Communications**

We will send you Communications concerning these Terms and the Platform electronically, including through social media channels of our choosing. All such Communications will be deemed valid, in writing, and legally binding, and will be considered delivered to you on the day after they are published or transmitted. You can send us Communications to our contact email address [legal@units.network](mailto:legal@units.network).

#### **d. Third-Party Beneficiaries**

These Terms will benefit the KoalaSwap Parties, and any of them may rely on and enforce the provisions of these Terms as if they were a party to these Terms. Except in relation to the KoalaSwap Parties, no person who is not a party to these Terms shall have any right to enforce any of its provisions or rely on any term hereof. Notwithstanding the foregoing, any modification, assignment, novation, or other amendment to these Terms may be made without the consent, approval, or notice to any third party, including any KoalaSwap Parties.

#### **e. No Waiver**

Our failure or delay in exercising any right or remedy under these Terms or applicable law does not constitute a waiver of that or any other right or remedy. It also does not preclude or limit the further exercise of that or any other right or remedy. Similarly, any single or partial exercise of a right or remedy does not preclude or limit its further exercise or the exercise of any other right or remedy.

#### f. Assignability

You may not assign or transfer any rights or obligations under these Terms without our prior written consent. We may transfer or assign these Terms and our rights and obligations hereunder at any time without your consent.

#### g. Validity and Enforceability

The invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

#### h. Survival

Provisions hereof construed to survive the termination of these Terms shall survive any expiration or termination of these Terms, regardless of reason.

## 16. Interpretation

#### a. Definitions

In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

**“Affiliate”** means a person controlling, controlled by, or under the same control as us.

**“Communication Channels”** means the Platform and other social media accounts and communication channels belonging to us or Affiliates, as may be linked to in the Platform from time to time.

**“Communications”** means any communications, notices, and disclosures related to these Terms.

**“Consumer”** means a consumer, as defined under the applicable law. In case of doubt or ambiguity, a consumer means an individual acting for purposes that are wholly or mainly outside their trade, business, craft, or profession.

**“Force Majeure Circumstances”** means any events beyond our control that interfere with the performance of these Terms, including, without limitation, (i) fire, flood, hostility, pandemic, act of God, explosion, strike; (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions, interventions, and operations; (iii) epidemic, pandemic, insurrection, labour dispute, accident; (iv) sanctions, government actions, embargoes; (v) injunctions, cease and desist orders, restraining or similar orders of, or prohibitions established by a court, governmental or other authorities; (vi) weaknesses, vulnerabilities and bugs in the software, blockchain networks, smart-contracts, Wallets, other technologies integrated or used in connection with the Platform; (vii) actions, failures to act or inactions of Third-Party Service providers or other third parties, including fraud, loss or theft of funds by such third parties; (viii) system interference or destruction by any malicious programs; and (ix) power failure, equipment or software malfunction or error.

**“FOSS Licence”** means a free and open-source software licence that allows for editing, modifying, or reusing software’s source code, such as, for example, GPL, Apache and MIT licences.

**“Intellectual Property”** means any copyrighted content, databases protected under ‘sui generis’ rights, names of services and products, logotypes, trademarks and other marks, trade secrets, inventions, designs, drawings, pictures, animations, works of authorship, etc., which may be demonstrated within the Platform.

**“KoalaSwap Parties”** means us, Affiliates, and their respective shareholders, directors, officers, members, employees, agents, advisors, contractors, successors, and assignees.

**“Licence”** means a limited, non-exclusive, non-transferable, non-sublicensable, revocable, personal, and temporary right to access and use the Platform for its intended purposes and in accordance with these Terms, for the duration of these Terms.

**“Materials”** means any information, statements, announcements, data, content, and other materials provided via the Platform, Communication Channels, or otherwise communicated by us or on our behalf in relation to the Platform or other services and products provided or offered by us.

**“Platform”** means the KoalaSwap platform available at [insert link to the interface], and any associated software, subdomains, application programming interface (API) and services provided in relation thereto, explicitly excluding Smart-Contracts.

**“Prohibited Jurisdiction”** means any of the following jurisdictions: Democratic People’s Republic of North Korea, Islamic Republic of Iran, Republic of Cuba, Syrian Arab Republic, Myanmar, Sevastopol and the Crimea Regions of Ukraine, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine, United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), Bolivarian Republic of Venezuela, the Russian Federation, Republic of Belarus and any other jurisdiction or territory, which is subject to a country-wide or territory-wide sanction imposed by any country, government, or international authority.

**“Prohibited Person”** means any citizen or resident of, or a person subject to any Prohibited Jurisdiction, or any sanctions administered or enforced by the government of the BVI, UK, USA, EU, or an EU member state.

**“Risk Disclosure Statement”** means the Risk Disclosure Statement, as may be updated from time to time, available at [insert link to the published Risk Disclosure Statement], which is incorporated herein by reference and forms an integral part of these Terms.

**“Smart-Contracts”** means specific self-executing contracts (smart-contracts) and other software deployed on a blockchain network, to which the Platform provides an access interface and which constitute a Third-Party Service.

**“Taxes”** means any income, earnings, capital gains, sales, use, value-added, withholding, export and import and similar taxes, customs duties, charges or payments.

**“Terms”** means these KoalaSwap Terms of Service, together with all agreements and documents incorporated herein by reference, as may be amended from time to time.

**“Third-Party Costs”** means any costs, fees, or expenses that are charged by third parties or third-party technologies, including, for example, blockchain gas costs, smart-contract fees, as well as other commissions and fees related to or charged by the Third-Party Services.



**“Third-Party Services”** means any project, product, service, software, technology, or infrastructure that is not developed, provided, or operated by us. This includes Smart-Contracts, Wallets, blockchain networks, decentralised applications, and similar external systems.

**“User Instruction”** means any instruction, request, or order you submit via the Platform, including those related to initiating and executing transactions.

**“Virtual Assets”** means digital cryptographic tokens deployed (implemented) on a public blockchain network, such as, for example, UNIT0, USD Tether (USDT), USD Coin (USDC), and so forth.

**“Wallet”** means a pair of public and private cryptographic keys which can be used to track ownership of, receive, manage, and spend Virtual Assets on a blockchain network, and which typically has a unique public blockchain address associated with it.

**“we”, “us”, “our”** means Units Network Limited, a company established under the laws of the British Virgin Islands, operating the Platform.

**“you”, “your”** means a person who accepts these Terms. If you are acting on behalf of an entity, **“you”** and **“your”** also refer to both you as an individual using the Platform and the entity you represent.

## **b. Rules of Interpretation**

Unless the context requires otherwise, references to one gender include all genders; singular includes plural and *vice versa*; terms like “including”, “in particular”, or “for example” are illustrative and shall not limit the sense of the following words; Section headings do not affect interpretation hereof; these Terms will not be construed to our disadvantage for preparing them.