

# GROW TERMS OF USE

## 1. Introduction

GEN ONE INC. (“we”, “our”, “us”, “GROW”, or “Company”) provides the following Terms of Use (“Terms”) that apply to our users (“you” or “User”) when using or purchasing GROW’s products and services through our mobile application, our website, or any other online services we provide (collectively, “Services”). The Services are provided solely for use by you, and your use of the Services is expressly conditioned on your consent to, and compliance with, these Terms. By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to any of the provisions of these Terms you should immediately stop using the Services. In addition, our Privacy Policy is set forth here: <https://grow3.io/assets/privacy.pdf> and is incorporated into these Terms in its entirety. We encourage you to read these Terms carefully and use them to make informed decisions.

## 2. Definitions

Capitalized terms shall have the meanings assigned to them in these Terms, unless the context requires otherwise.

“**Affiliate**” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a party, where control is defined as the direct or indirect power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities, by contract, or otherwise.

“**AML**” stands for Anti-Money Laundering, which means a set of procedures, laws, and regulations that are intended to stop the practice of generating income through illegal actions.

“**Blockchain**” means a system in which records of transactions made in Digital Assets are maintained across several computers that are linked in a peer-to-peer network.

“**Digital Asset**” means a digital representation of value in which encryption techniques are used to regulate the generation of digital units and verify the transfer of assets.

“**Eligible Digital Assets**” means the types of Digital Assets we may choose to accept and support from time to time, which are subject to change in our sole discretion, based on business and regulatory considerations.

“**KYC**” stands for Know Your Customer (or Client), which means the process of a business verifying the identity of its customers or clients and assessing potential risks of illegal intentions for the business relationship.

“**Account**” or “**GROW Account**” mean a User’s designated personal account on the GROW website or mobile application, allowing User to use the Services, transact with GROW, manage his or her loan balance with GROW and view and manage his or her personal information and profile.

## 3. Eligibility and Proof of Identity

In order to use the Services, you must first set up a GROW Account, you must be at least nineteen (19) years old to open a GROW Account. GROW is not obligated to accept any application from any applicant and has sole and absolute discretion to accept or reject applications to open GROW Accounts. GROW has

no responsibility or liability towards any applicant unless and until GROW provides written confirmation that a GROW Account has been opened for such an applicant.

GROW Accounts are not available where prohibited by applicable law or by GROW policy, as updated from time to time; for instance, GROW Accounts are not available for those residing in countries against which financial sanctions or embargoes are imposed. The list of prohibited jurisdictions are displayed at the applicable Service page and enforced accordingly; such jurisdictions may be updated from time to time.

Be advised that in some jurisdictions, due to regulatory considerations, GROW may not provide part or all of the Services, which may include those involving certain Eligible Digital Assets.

Due to changing regulatory requirements and interpretations in the Digital Assets markets, GROW will use its sole and absolute discretion to revise the list of prohibited jurisdictions and/or reject specific applications to open GROW Accounts and/or use part or all of the Services, where GROW determines that regulatory or policy reasons prevent GROW from being able to offer its Services.

GROW is subject to Anti Money Laundering (“**AML**”) and Know Your Client (“**KYC**”) requirements under applicable laws. GROW is obligated to maintain certain information about you, including User records and transaction history, for several years. Under certain circumstances, GROW is required to report to the competent authorities of any unusual transactions, or of any suspicion it may have that any User might be involved in any financial crime or illicit activity.

GROW is required to comply with applicable AML and KYC requirements relating to each User’s GROW Account. With respect to your GROW Account, we will ask for documentation and information, including but not limited to copies of your government-issued identification document (*e.g.* passport, driver’s license). For corporate GROW Accounts, we may require identification information related to the directors, officers, and/or ultimate beneficiary owners of the business. We may also gather and use information about you from third parties, to help us confirm your identity, perform our AML/KYC checks and/or determine if we should open or maintain your GROW Account. You represent and warrant at all times that any and all information provided by you to us is true, accurate, and not misleading in any respect. If any such information changes, it is your obligation to provide the new information to us as soon as practicable following such change.

#### **4. Nature of Services**

GROW’s Services allow you to review your GROW Account and conduct certain transactions online. You are solely responsible for the activities under your GROW Account and for securing your GROW Account IDs, passwords, hints, 2FA or any other codes that you use to access your GROW Account and the Services. GROW is not responsible for any loss or compromise of your access information and/or your personal information, or for any loss that you may sustain due to compromise of your access information and/or personal information.

We will not be liable for following any instruction we receive through your GROW Account, even if it was not authorized by you, or if it was entered by mistake or is otherwise inaccurate, unless our following of the above instruction was made under willful misconduct or gross negligence. To verify the authenticity of any instruction we receive through your GROW Account, we may require your signature or identification in any form we deem necessary; at our sole discretion, we may accept digital images and electronic signatures for documents that need to be signed. You agree to reimburse us (and we may set off against your GROW Account) for all claims, costs, losses, and damages, including reasonable attorneys' fees, that result from our following of your instructions to take any action related to your GROW Account.

## 5. GROW Account Types

### (1) Individual Account

This GROW Account is owned by only one natural person who is and will continue to be the only person authorized to take any action in the GROW Account. By opening an Individual GROW Account, you represent and warrant that you are and shall at all times continue to be the sole beneficial owner of the GROW Account and user of all Services facilitated or generated therefrom.

### (2) Corporate Account

This GROW Account is owned by a corporation, unincorporated association, a company, a partnership, fiduciary, sole proprietorship, or other legally recognized group (interchangeably defined as an “**Entity**”) holding a GROW Account in any capacity other than an individual capacity. An Entity can apply to open a GROW Account through any natural person(s) who is duly authorized by the Entity to do so (“**Authorized Representative**”).

Such Authorized Representative represents and agrees, on behalf of the Entity, as well as on his or her own behalf, that he or she:

- (i) is fully authorized to execute all documents or otherwise complete our requirements in his or her stated capacity;
- (ii) has provided us all documents or other information necessary to demonstrate that authority; and
- (iii) will provide other documents and complete other requirements as we may request from time to time.

We may refuse to recognize any such authorization if, in our reasonable judgment, it appears to be incomplete or improperly executed.

By opening a Corporate GROW Account, the Authorized Representative represents and warrants on behalf of the Entity that the Entity is and shall at all times continue to be the sole beneficial owner of the GROW Account and user of all Services facilitated or generated therefrom and that (a) the ultimate beneficial owners of all assets and (b) assets belonging to the Entity are as represented during the establishment of the GROW Account.

## 6. Authorized Users

For both Individual and Corporate GROW Accounts, we may follow any instructions regarding your GROW Accounts provided that we reasonably believe such instructions are authorized by the GROW Account holder.

## **7. Contributions**

All loan contributions to your GROW Account must consist of Eligible Digital Assets and must be transferred to the blockchain address provided in your GROW Account (or as otherwise notified by us to you). We reserve the right to reject any transaction, and/or the right to return any Digital Asset already made, each at your expense, for reasons including, without limitation, compliance with the applicable laws or detection of suspicious activities. Any Digital Asset received will be treated by us as being received at the date and time stamped on the blockchain confirmation, unless otherwise delayed at the sole discretion of GROW for various purposes, including but not limited to AML/KYC checks.

## **8. Ownership of Digital Assets**

You hereby represent and warrant to us at all times during which you maintain your GROW Account that any Digital Asset used or transferred to us by you in connection with your GROW Account is owned by you or that you are validly authorized to carry out transactions using such Digital Assets, and that all transactions initiated with your GROW Account are for your own GROW Account and not on behalf of any other person or entity. You further represent and warrant that all such Digital Assets are free from any claims, indebtedness, liens, or third-party interests.

## **9. Setoff and Security Interest Rights**

You grant us a right of set off against your GROW Account for debts, amounts owed, or liabilities incurred (“**Obligations**”) to us or any of our affiliates by any owner of your GROW Account. Obligations may include both secured and unsecured debts, and Obligations you owe individually or together with someone else, including Obligations under other transactions or agreements between you and us or any of our Affiliates. These rights are in addition to any other rights we have for Obligations you owe us or our Affiliates.

## **10. Risk Disclosure**

These Terms and the holding of Digital Asset relationship does not create a fiduciary relationship between us and you; your GROW Account is not a checking or savings account, and it is not covered by insurance against losses. You understand that, as a borrower of Eligible Digital Assets from you, we may lend, sell, pledge, hypothecate, assign, use, commingle or otherwise dispose of assets and Eligible Digital Assets to counterparties or hold the Eligible Digital Assets with counterparties.

ELIGIBLE DIGITAL ASSETS ARE NOT LEGAL TENDER. GROW IS NOT A BANK OR DEPOSITORY INSTITUTION, AND YOUR GROW ACCOUNT IS NOT A DEPOSIT ACCOUNT. ELIGIBLE DIGITAL ASSETS IN YOUR GROW ACCOUNT ARE NOT HELD BY GROW AS A CUSTODIAN OR FIDUCIARY, ARE NOT INSURED BY ANY PRIVATE OR GOVERNMENTAL INSURANCE PLAN, AND ARE NOT COVERED BY ANY COMPENSATION SCHEME.

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets. Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Any secured blockchain addresses maintained by GROW for the benefit of its customers may not be sufficient to cover all losses incurred by customers.

The value of Digital Assets may be derived from the continued willingness of market participants to exchange Digital Assets for fiat currencies or other Digital Assets. If such willingness is abolished for any reason, this may result in the potential for a permanent and total loss of value of a particular Digital Asset.

The volatility and unpredictability of the price of Digital Assets may result in significant loss over a short period of time. The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack, including rollback attacks or blockchain reorganizations. The nature of Digital Assets means that any technological difficulties experienced by GROW may prevent the access or use of your GROW Account and/or cause losses of Digital Assets.

Although GROW takes precautionary measures to protect against cyber threats, circumstances may arise where losses or damages incur. In light of these risks, which are only some of the risks involved in using the Services and holding or trading in Digital Assets and do not constitute an exhaustive list of such risks, you should carefully consider whether holding or trading Digital Assets in general and/or using our Services is suitable for you in light of your financial condition.

## **11. Lending Eligible Digital Assets**

You can choose to lend us Eligible Digital Assets by transferring Eligible Digital Assets to the address provided in your GROW Account. The transfer and resulting loan to us of such Eligible Digital Assets will not be deemed settled and completed until the blockchain transaction is deemed confirmed to the relevant address, or unless otherwise delayed at the discretion of GROW for various purposes, including but not limited to AML/KYC checks. The terms of the loans to us will be displayed in the applicable Service page.

## **12. Repayment of Eligible Digital Assets**

Unless otherwise restricted, you may request a complete or partial repayment of Eligible Digital Assets by making a transfer request from your GROW Account at any time. GROW initiates the repayment and transfer process the same day a request is made when possible; however, we may require up to three (3) business days after you submit your request to process the repayment and transfer, which such timeframe shall not incur any reward. We may also delay and/or suspend the transfer in order to conduct appropriate AML/KYC checks, security checks and otherwise comply the applicable laws.

For every repayment request, you will be required to provide the details of the blockchain address to which you wish to transfer your Digital Assets from your GROW Account. In the event that the details you provide are inaccurate, incomplete or misleading, your Digital Assets may be permanently lost. We will not be liable for any loss that results from inaccurate, incomplete, or misleading details that you may provide for such transfer. If the transfer address you specify is one to which we are unable to process

transfers, we will have no liability for any resulting failure or delay in processing your requested repayment and transfer.

GROW and our third-party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transactions either temporarily or permanently. Provided that GROW has taken reasonable commercial and operational measures to prevent such events in technical systems controlled by GROW, GROW is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transactions. Repayment limits based on amounts and/or frequency may apply from time to time and will be described in your GROW Account interface. Any individual request to exceed such limits set by GROW must be sent via email to support@grow3.io.

Every transmission request shall be deemed pending until accepted by us. We may refuse to accept such request, or delay the processing of an approved request at our reasonable discretion, including but not limited to inaccurate or misleading information provided by you, or any doubt or suspicion of money laundering or other financial crime related to your GROW Account.

### **13. How Digital Asset Loan Rewards are Calculated and Earned**

We will display the applicable reward rate for each Eligible Digital Asset on the User's GROW Account, the form, extent and timing of which shall be determined by us at our sole discretion after taking into account, among others, the amount/volume and the value of such Eligible Digital Assets being deposited, the extent and history of such User's use of our Services and other relevant market conditions ("**Evaluating Conditions**") and may be adjusted from time to time; provided that in case such User commits not to transfer or otherwise require repayment of such Eligible Digital Assets for certain period of time ("**Lock-up Period**") at the time of his/her deposit thereof, we will determine (and notify such User of), at our sole discretion, the applicable reward rate at the time of such User's deposit of such Eligible Digital Assets after taking into account, the Evaluating Conditions and the Lock-up Period and such applicable reward rate as determined at the time of the loan of such Eligible Digital Assets may not be subject to any change or adjustment until the end of such Lock-up Period; provided, further, that such reward, the terms of which are determined as above, shall be provided to such User only if such loans are maintained in such User's GROW Account until the end of the Lock-up Period. For avoidance of doubt, if such User wishes to renew or otherwise extend the Lock-up Period for the same Eligible Digital Assets, then we will determine the applicable reward rate for such extended period based on the then-applicable Evaluating Conditions. If the User agrees to lend the Eligible Digital Assets at the applicable reward rate the terms as displayed in the applicable Service page, then the User shall transfer the Eligible Digital Assets into the GROW Account, and such action will serve as evidence of the acceptance of the terms of such loan.

Any reward paid by us will be reflected in such User's GROW Account on a periodic basis as prescribed on the applicable Service page. Unless otherwise specified, all reward will be provided in-kind (in the same Eligible Digital Asset that is reflected in your GROW Account). To make such in-kind reward payment as accurately as possible, GROW rounds any non-integer numbers to the 8<sup>th</sup> decimal (rounded down).

If, for any regulatory or legal reason, we are limited in the reward rates we may offer you (or if we are completely restricted from paying any applicable reward to you whatsoever), the reward to which you shall be entitled will be limited accordingly.

If, at any time, for legal or other reasons, a GROW Account is suspended or frozen by GROW at our discretion, Eligible Digital Assets connected to such GROW Account shall not be eligible for reward for the affected period.

#### **14. Consent to GROW's Use of Loaned Digital Assets**

In consideration for the use of our Services, you grant GROW, subject to applicable law and for the duration of the period during which the Digital Assets are loaned to GROW through your GROW Account, all right and title to such Digital Assets, including ownership rights, and the right, without further notice to you, to hold such Digital Assets in GROW's own blockchain address or elsewhere, and to pledge, re-pledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use any amount of such Digital Assets, separately or together with other property, with all attendant rights of ownership, and for any period of time, and without retaining in GROW's possession and/or control a like amount of Digital Assets or any other monies or assets, and to use or invest such Digital Assets. You acknowledge that with respect to Digital Assets loaned to GROW pursuant to this paragraph:

- (i) You may not be able to exercise certain rights of ownership;
- (ii) GROW may receive compensation in connection with lending or otherwise using the loaned Digital Assets in its business to which you have no claim or entitlement;
- (iii) GROW may use the loaned Digital Assets as collateral to borrow other digital or fiat assets in different jurisdictions around the world. While such borrowing is for the purpose of optimizing the returns to all members, GROW may experience losses or partial recovery of such collateral in certain situations; and
- (iv) GROW may lend the loaned Digital Assets to exchanges, hedge, and other counterparties, which may provide full or partial collateral.

#### **15. Hard Forks**

Any Blockchain may undergo software updates from time to time, which will result in a permanent divergence in the Blockchain ("**Hard Fork**"). The result is such Blockchain will split into two separate and distinct Blockchains, and any Digital Asset on that original Blockchain may entitle its holders to a new type of Digital Asset ("**New Currency**"). Due to the administrative complexity of being the repository for a hard-forked Digital Asset, the support of any New Currency in your GROW Account is solely at the discretion of GROW. If we make no public announcement regarding an anticipated Hard Fork, we will not support the New Currency and will be an unsupported currency ("**Unsupported Currencies**"), in which case all GROW Accounts will be denominated in the legacy Digital Asset and all reward will accrue in the legacy Digital Asset. You agree that GROW assumes no responsibility whatsoever with respect to those Unsupported Currencies and You will not be able to recover the Unsupported Currencies from GROW. GROW assumes absolutely no responsibility whatsoever with respect to Unsupported Currencies, and you understand and agree that, should you disagree with GROW's decision regarding Unsupported Currencies, it is your responsibility to request repayment and transfer of your loaned Digital Assets taking into account the applicable Hard Fork schedule and any applicable Lock-up Period.

In the event that a Hard Fork achieves the required consensus, it is possible that we will only support the New Currency and will discontinue our support of the legacy Digital Asset. Therefore, in the event of a Hard Fork that entitles you to a New Currency, you are advised to request repayment of and the transfer

of the applicable Digital Assets from your GROW Account prior to the date of the Hard Fork, taking into account any applicable Lock-up Period. GROW is not obligated in any way to monitor or maintain balances of New Currency issued to holders of the applicable Digital Assets upon a Hard Fork, or to credit you for the value of such New Currency. In the event you wish to receive New Currency issued upon a Hard Fork, you are advised to request repayment of and the transfer of the applicable Digital Assets from your GROW Account prior to the date of the Hard Fork, taking into account any applicable Lock-up Period. All determinations regarding Hard Forks shall be made by GROW in its sole and absolute discretion and in accordance with applicable law.

## **16. Taxes**

Within GROW's platform, you will be able to see a record of the transactions related to your GROW Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. We may deduct or make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with applicable law. You agree that GROW is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your GROW Account.

## **17. Statements**

We will make all logs and records of activities concerning your GROW Account available to you through our mobile application only. We do not generate periodic statements showing the activity on your GROW Account. You must examine these logs and records and notify us of any unauthorized use or any error or irregularity on your GROW Account within fourteen (14) calendar days after the error occurs. If notice is not received within the fourteen (14) calendar-day period, you will not be able to raise any further claim in this respect.

## **18. Conversion Rates**

Any conversion between a Digital Asset and another Digital Asset shall be made by us in accordance with the rates and prices applicable at the actual time of conversion. Applicable rates are indexed to those used by industry-leading platforms, as we may choose to use from time to time, in our sole discretion. We may change these rate sources at any time and without giving prior notice or updating these Terms, and you shall not have any claims regarding our choice of rate sources or rates made available by any third party.

## **19. Closing a GROW Account**

(1) GROW's Right to GROW Account Closure

We are entitled to close your GROW Account at any time for any reason with a fourteen (14) days' prior notice, provided that we are entitled to close your GROW Account immediately (without such prior notice) in case any suspicious account activity, contravention with applicable laws and/or account abuse involving such GROW Account is found and/or determined by us at our sole discretion. If your GROW Account has a loan balance when we close it, we will repay the loaned Digital Assets to you, including accrued reward earned until the close date, less any applicable penalty, withholding tax and other applicable deductions, unless prohibited by applicable law. In the event of any irregular activity, we may suspend the repayment of the loaned Digital Assets until we close your GROW Account. Any loaned Digital Assets that GROW returns to you will be sent following appropriate AML/KYC processes. GROW Accounts are not transferable or assignable in whole or in part. GROW may be required by law to turn over the assets in abandoned or unclaimed customer GROW Accounts to the state of your last known residence ("**Escheatment**"). Escheatment periods vary by jurisdiction, and you are responsible to determine the applicability of such laws in your place of residence. GROW reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed or abandoned Digital Assets, as permitted by applicable law.

## (2) Your Right to Close GROW Account

If you want to terminate your GROW Account, you may do so by notifying GROW at support@grow3.io. Once your GROW Account is closed, you agree: (a) to continue to be bound by these Terms, as required by Section 35 (Survival) (b) to immediately stop using the Services, (c) that, subject to applicable laws, we reserve the right (but have no obligation) to delete all of your information and GROW Account data stored on our servers, and (d) that we shall not be liable to you or any third party for termination of access to the Services or for deletion of your information or GROW Account data. You acknowledge that any legal obligations you may have under any other agreement with GROW (including but not limited to any loan agreement or agreement governing lending to GROW or its affiliates) will not be affected in any way by the termination of the Terms and any such other agreement between you and GROW will continue to be in effect in accordance with its terms.

## **20. Liability for Unauthorized Transfers from Your GROW Account**

You must notify us IMMEDIATELY via email to support@grow3.io if you believe that an electronic transfer has been made without your permission, or if your statement shows transfers that you did not make. **YOU ACCEPT ALL RISKS OF UNAUTHORIZED ACCESS AND USE OF YOUR GROW ACCOUNT.**

## **21. Eligible Digital Assets**

We may, from time to time and in our sole discretion, add and/or remove certain Digital Assets from our list of Eligible Digital Assets. If a Digital Asset is removed, it will no longer be available to be used via our Services. We will notify our Users of our intention to add and/or remove Digital Assets as soon as commercially reasonable. However, under certain circumstances (*e.g.* for legal reasons) such changes may be required to be made immediately and without prior notice. In the event any Digital Asset ceases to be an Eligible Digital Asset, you will no longer be entitled to receive any reward accrued on it or make any other use of it via our Services.

## 22. Disclosure of GROW Account Information

We may disclose information to third parties about you, your GROW Account, or the transfers you make:

- (i) Where it is necessary for the provision of our Services under these Terms;
- (ii) In order to verify the existence and condition of your GROW Account for a third party, such as a referral partner;
- (iii) For the purpose of conducting our AML/KYC checks;
- (iv) If you give us written authorization;
- (v) In order to comply with any request or order by any government agency or competent court; and/or
- (vi) As described in our Privacy Policy (<https://grow3.io/assets/privacy.pdf>).

## 23. Conflict/Disputes Involving Your GROW Account

- (1) We shall have no legal obligation to engage in any dispute arising out of or in connection with the Services between you and any third party and shall have no liability in connection therewith.
- (2) We shall not be responsible for any fees, expenses or damages arising by our action that is authorized or permitted by these Terms.
- (3) If a third party makes claims on your GROW Account, or if we receive conflicting instructions from you, or if we become involved in or concerned about a dispute between you and any third party, we reserve the right to react in ways that we believe in good faith to be appropriate, including but not limited to closing your GROW Account and returning the loaned Digital Assets available therein, or interpleading assets to court. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may set off against your GROW Account.
- (4) We are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions. By initiating a transfer, you attest that you are transacting in an Eligible Digital Asset which conforms to the particular GROW Account into which assets are directed. For example, if you select an Ethereum blockchain address to receive assets, you attest that you are initiating a transfer of Ethereum alone, and not any other currency such as Bitcoin or Ethereum Classic. GROW incurs no obligation whatsoever with regard to Unsupported Currencies sent to a GROW Account or Eligible Digital Asset sent to an incompatible Eligible Digital Asset GROW Account. Erroneously transmitted assets will be lost. We recommend customers send a small amount of Eligible Digital Asset as a test prior to initiating a send of a significant amount of Eligible Digital Asset.

**We reserve the right to limit access to your GROW Accounts, which can include temporarily or permanently removing your GROW Account access via the internet, and/or restricting your GROW Account, and/or closing your GROW Accounts without prior notice to you (unless prior notice is required by law), and we shall have no liability for such actions. In addition, GROW reserves the right to withhold or delay the transmission of assets belonging to you if you fail to comply with these Terms. Our total aggregate liability to you for any claim is limited to the face value of the applicable item or transaction, or the actual value of any assets not properly credited or debited.**

## **24. Legal Process Affecting GROW Accounts**

If any legal action, such as an attachment, garnishment, levy, seizure, third party claim or enforcement action by any competent authority in any jurisdiction (“**Legal Process**”) is brought against or in connection with your GROW Account, we may refuse to permit (or may limit) repayment and resulting transfers from your GROW Account until the Legal Process is satisfied or dismissed. We will not contest any Legal Process on your behalf, and we may take actions to comply with Legal Process without liability to you, provided that we reasonably believe any such action is appropriate under the circumstances. If we incur any expenses in connection with any Legal Process, including without limitation reasonable attorneys’ fees, we may set off such expenses and fees against your GROW Accounts, or we may bill you directly for such expenses and fees. Any garnishment or levy against your GROW Account is subject to our right of setoff and security interest.

## **25. Indemnification and Limitation of Liability; Legal Fees and Costs for Lawsuits**

- (1) You agree to indemnify and hold harmless GROW and its employees, managers, partners and Affiliates from any losses, damages, suits and expenses, of whatever kind, including reasonable legal fees, that we incur in connection with or arising out of your use of your GROW Account and/or the Services, or our activities in connection with such GROW Account, and for your violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by you or any person acting on your behalf while using your GROW Account, regardless of whether the specific use was expressly authorized by you. You agree to comply with applicable law and to not use your GROW Account for any transaction or activity that is illegal or violates applicable laws, regulations, or rules. Please note, your agreement to comply includes any and all applicable laws and regulations applicable to you.
- (2) We do not guarantee the reliability and accuracy of the information, data and facts prepared and posted on our Services. Other than the applicable lending terms, we shall not be responsible for any error or inaccuracy of such information, data and facts and not be liable for any loss resulting from reliance on such information, data, and facts.
- (3) We shall not be liable for any damages arising out of the use of the Services due to natural disasters, DDOS attacks, IDC disturbances, interruptions of communication lines of the telecommunication carriers. We shall not be liable for any claim, cost, loss or damage caused by an event that is beyond our reasonable control (*e.g.* the acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment or communications malfunction).
- (4) We shall not be responsible for any obstacles or the limitations in Services that are inevitable due to the characteristics of Digital Assets such as defects or technical limitations of the applicable Digital Asset issue management system itself.
- (5) We are not liable for special, incidental, exemplary, punitive, or consequential losses or damages of any kind.
- (6) Except for any setoff permitted by applicable law and pursuant to the terms herein, any Obligations of ours may be satisfied solely from the assets of GROW. Without limiting the generality of the

foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to our Obligations, to or against any assets of any person or entity other than GROW for GROW's Obligations, including, without limitation, any member, Affiliate, investor, employee, officer, agent or advisor of GROW. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law and the terms herein.

## **26. Disclaimer of Warranty**

**THE GROW SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY UNDER THESE TERMS AND TO THE EXTENT ALLOWED BY APPLICABLE LAW ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR WARRANTY OF NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL GROW, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE ELIGIBLE DIGITAL ASSET IN YOUR GROW ACCOUNT(S) OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE GROW SERVICES OR THE GROW SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF GROW HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

**GROW MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, ORDER, TIMELINESS OR COMPLETENESS OF HISTORICAL ELIGIBLE DIGITAL ASSET PRICE DATA AVAILABLE IN THE GROW SERVICES. GROW WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR TRANSACTIONS ARE PROCESSED IN A TIMELY MANNER BUT GROW MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING WHICH IS DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL.**

## **27. Class Action Waiver**

To the extent permissible by law, all claims must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, collective action, or representative proceeding (collectively "**Class Action Waiver**"). The arbitrator may not consolidate more than one person's claims or engage in any class arbitration. You acknowledge that, by agreeing to these terms, you and GROW are each waiving the right to a trial by jury and the right to participate in a class action.

## **28. Our Ownership of the Services and GROW's Intellectual Property (IP)**

You agree and acknowledge that we own all right, title, and interest to and in the Services, the associated software, technology tools and content, the GROW website, any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, the

content displayed on the website, and other materials produced by and related to GROW (collectively, "GROW IP"). You acknowledge and agree that no proprietary rights are being transferred to you in such materials or information, and that you have no intention of using such materials or information inappropriately or to in any way harm GROW or any of its affiliates, directors, officers, or employees. You shall not prepare any derivative work based on the GROW IP, nor shall you translate, reverse engineer, decompile or disassemble the GROW IP.

## **29. Communications**

We may record and monitor our telephone conversations with you and your electronic communications with us (chat, email, and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring, and we do not need to remind you of these activities. You must promptly notify us of any change in your contact information, including residential post and email address. Failure to notify us in a timely fashion may result in delay or non-receipt of notices or correspondence.

## **30. Waiver**

We may delay the exercise of, or entirely waive any rights we have under these Terms. If we delay or waive our rights, you are still obligated to pay us Obligations you may owe us, remove any violation of these Terms and/or otherwise follow our instructions (as applicable). Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our other or subsequent rights in any way.

## **31. Changes in Terms**

Please be aware that the terms and conditions governing GROW Accounts or the Services can change over time. We reserve the right to discontinue or make changes to any GROW Accounts or Services. We may change these Terms, and we may add to or delete from these Terms, and the updated version will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If we have provided advance notice and you do not agree with a change, you may close your GROW Account(s) before the effective date of the change, which shall be your sole remedy. The continued maintenance of your GROW Account following the effective date of any change will constitute your acceptance of such change and subject your GROW Account to the modified Terms.

## **32. Assignment**

These Terms, or any of the rights and/or obligations provided hereunder, may not be assigned, or otherwise transferred by you to any other person or Entity, whether by operation of law or otherwise, without GROW's express written consent, and any attempted assignment in violation of this prohibition shall be void *ab initio* and of no effect. GROW may assign or transfer these Terms and/or any or all of its rights and/or obligations hereunder at any time to any Affiliate of GROW. Any permitted assignment or transfer of or under these Terms shall be binding upon, and inure to the benefit of the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto.

### **33. Governing Law and Dispute Resolution**

The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of Singapore, without regard to conflict of law rules or principles (whether of Singapore or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

You shall cooperate in good faith to resolve any and all disputes, claims, controversies or differences arising out of or in any way relating to these Terms (“**Dispute**”). If we are unable to resolve such Dispute within ninety (90) days, such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the arbitration rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference hereto. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be in English. The Parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre (“**SIMC**”), in accordance with the SIAC-SIMC Arb-Med-Arb protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms. You agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached. This arbitration agreement shall be governed by Singapore law. You submit to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration process pursuant to these terms, including if necessary the grant of interlocutory relief pending the outcome of that process.

### **34. Force Majeure**

We will not be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, pandemic or epidemic events, or other causes over which we have no reasonable control.

### **35. Survival**

The provisions of Sections 16 (Taxes), 25 (Indemnification), 26 (Disclaimer of Warranty), 27 (Class Action Waiver), 28 (Our Ownership of the Services and GROW IP) and 33 (Governing Law and Dispute Resolution) shall survive the termination of these Terms.

**UPDATED ON October 1, 2024**