

# Terms of Service

Welcome to <https://solstorm.com/>, a website-hosted user interface (the «Interface» or «App») provided by SOLSTORM («we», «our», or «us»). The Interface provides access to a decentralized protocol on various public blockchains, including but not limited to Ethereum, that allows users to trade certain compatible digital assets («the SOLSTORM protocol» or the «Protocol»). The Interface is one, but not the exclusive, means of accessing the Protocol. To use the Interface, you must use non-custodial wallet software, which allows you to interact with public blockchains. Your relationship with that non-custodial wallet provider is governed by the applicable terms of service of that third party, not this Terms of Service Agreement (the «Agreement»).

This Agreement explains the terms and conditions by which you may access and use the Interface. You must read this Agreement carefully. By accessing or using the Interface, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Interface and should not use the Interface.

## Notice

Please read this Agreement carefully as it governs your use of the Interface. This Agreement contains important information, including a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved. The Interface is only available to you — and you should only access the Interface — if you agree completely with these terms.

## Modification of this Agreement

We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at SOLSTORM's terms of services. All modifications will be effective when they are posted, and your continued accessing or use of the Interface will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Interface.<sup>2</sup>

## Eligibility

To access or use the Interface, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction (e.g., 18 years old in the United States) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface.

You further represent that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of the Interface will fully comply with all applicable laws and regulations, and that you will not access or use the Interface to conduct, promote, or otherwise facilitate any illegal activity.

## Proprietary Rights

We own all intellectual property and other rights in the Interface and its contents, including (but not limited to) software, text, images, trademarks, service marks, copyrights, patents, and designs. This intellectual property is available under the terms of our copyright licenses and our Trademark Guidelines.

## Additional Rights

We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate or add to the Interface; (b) to review, modify, filter, disable, delete and remove any and all content and information from the Interface; and (c) to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide.

## Privacy

When you use the Interface, the only information we collect from you is your blockchain wallet address, completed transaction hashes, and the token names, symbols. We do not collect any personal information from you (e.g., your

name or other identifiers that can be linked to you). We do, however, use third-party service providers which may receive or independently obtain your personal information from publicly-available sources. We do not control how these third parties handle your data and you should review their privacy policies to understand how they collect, use, and share your personal information. By accessing and using the Interface, you understand and consent to our data practices and our service providers' treatment of your information.

We use the information we collect to detect, prevent, and mitigate financial crime and other illicit or harmful activities on the Interface. For these purposes, we may share the information we collect with blockchain analytics providers. We share information with these service providers only so that they can help us promote the safety, security, and integrity of the Interface.

Please note that when you use the Interface, you are interacting with Ethereum or another public blockchain, which by nature may provide transparency into your transactions. SOLSTORM does not control and is not responsible for any information you make public on blockchains by taking actions through the Interface.

## Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

- **Intellectual Property Infringement.** Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- **\*Cyberattack\*.** Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.
- **\*Fraud and Misrepresentation\*.** Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- **\*Market Manipulation\*.** Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as “rug pulls”, pumping and dumping, and wash trading.
- **\*Securities and Derivatives Violations\*.** Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including (but not limited to) the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.

**\*Any Other Unlawful Conduct\*.** Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law.

## Not Registered with the SEC or Any Other Agency

We are not registered with the U.S. Securities and Exchange Commission as a national securities exchange or in any other capacity.

## Non-Solicitation; No Investment Advice

You agree and understand that: (a) all trades you submit through the Interface are considered unsolicited, which means that they are solely initiated by you; (b) you have not received any investment advice from us in connection with any trades.

## Non-Custodial and No Fiduciary Duties

The Interface is a purely non-custodial application, meaning you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

## Compliance and Tax Obligations

The Interface may not be available or appropriate for use in your jurisdiction. By accessing or using the Interface, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. Specifically, your use of the Interface or the Protocol may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions. It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.

## Assumption of Risk

By accessing and using the Interface, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as Solana (SOL), so-called stablecoins, and other digital tokens such as those following the Solana Primary Library (SPL).

In particular, you understand that the markets for these digital assets are nascent and highly volatile due to risk factors including (but not limited to) adoption, speculation, technology, security, and regulation. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. So-called stablecoins may not be as stable as they purport to be, may not be fully or adequately collateralized, and may be subject to panics and runs.

Further, you understand that smart contract transactions automatically execute and settle, and that blockchain-based transactions are irreversible when confirmed. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time. You further acknowledge and accept the risk of selecting to trade in Expert Modes, which can expose you to potentially significant price slippage and higher costs.

In summary, you acknowledge that we are not responsible for any of these variables or risks, do not own or control the Protocol, and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with the Protocol.