

Terms of Service

Last updated: January 31, 2022

These Terms of Service (these “**Terms**”) govern your access to and use of the Akropolis website available at <https://www.akropolis.io/> (the “**Website**”) and Akropolis Application (app) available at <https://www.akropolis.io/app>, including software, components, API, and applications relating thereto (the “**App**”, and collectively with the Website, the “**Platform**”). The Platform is provided by A Labs Limited, a company incorporated under the laws of Gibraltar, having company number 116430 and address at Suite 23 Portland House, Glacis Road, Gibraltar, GX11 1AA (“**Akropolis**”, “**we**”, or “**our**”) to be primarily used as a web-based interface to access and use the Smart-Contract Systems (as defined below) in a user-friendly and easily comprehensible manner.

By accessing or using the Platform, connecting your Digital Wallet, as defined below, to the App, or by clicking the button “I accept” or respective check box in connection with or relating to these Terms, you (“**you**” or “**your**”) acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and Akropolis. If you do not accept or agree to these Terms, you are not allowed to access or use the Platform and must immediately discontinue any use thereof.

If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept these Terms and enter into a binding agreement with Akropolis on such entity’s behalf, and you accept these Terms on behalf of such entity and on your own behalf. In such circumstances, references in these Terms to “your” or “you” shall be references to both the above entity on whose behalf an individual using the Platform is acting, and to such individual.

Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 23 and 24 contain the choice of law, binding arbitration provisions, and class action waiver. Please read and review Sections 16, 17 and 18 carefully before accepting these Terms or using the Platform as they provide for the limitation of liability, your obligations to indemnify Akropolis Parties, and contain disclaimer of warranties with regard to the Platform, and Section 22 which contains the statement of risks involved.

1. MODIFICATION

Akropolis may modify, supplement or update these Terms from time to time at its sole discretion. If we make changes to these Terms, we will provide you with notice of such changes by providing a notice via the Platform and/or updating the “Last Updated” date at the top of these Terms. Unless otherwise specified in our notice, updated Terms shall be effective immediately, and your continued use of the Platform will confirm the acceptance of such updated Terms. If you do not agree to any amended Terms, you must immediately discontinue any access to or use of the Platform.

2. APP

The App is a web-based user interface that enables you to interact with various smart-contracts systems deployed on the blockchain networks (the “**Smart-Contract Systems**”) that allow for staking AKRO, using basis trading strategy, and interacting with certain third-party staking and liquidity mining programs and software, related blockchain solutions, services and tools, etc. For more details concerning the Smart-Contract Systems, please refer to the information and materials available on the Website, including the documents section accessible at <https://akropolis.gitbook.io/akropolis/>, which

information and materials are provided for the information purposes only, are not binding and do not form a part of these Terms.

The Smart-Contract Systems are open-sourced public smart-contracts deployed on the blockchain networks which can be reviewed, verified, used, and accessed by anyone. The App is one of the user interfaces that may be used to access the Smart-Contract Systems. You should carefully review and assess the Smart-Contract Systems before you use it, including through the Platform, and any such use shall be at your own risk. Accordingly, in no event shall Akropolis be held liable or responsible with respect to the Smart-Contract Systems, underlying blockchain networks or software, their operation, functioning, implementation, or use, and you hereby assume and accept any and all related risks, including the risk of possible losses and damages that you may incur in connection with the use thereof.

3. CONNECTING DIGITAL WALLET

When using the App, you may connect your digital wallet, such as, for illustration purposes only, MetaMask or similar software (the “**Digital Wallets**”). Akropolis does not receive access to or control over your Digital Wallet, or virtual assets, including cryptocurrencies and other cryptographic tokens, such as, for example, AKRO, DAI, USDC, USDT or ETH (the “**Virtual Assets**”) held in such Digital Wallet. Therefore, you are solely responsible for securing your Digital Wallet and credentials thereto. You may disconnect your Digital Wallet from the App at any time. Akropolis is not responsible for, does not endorse, shall not be held liable in connection with, and does not make any warranties, whether express or implied, as to the Digital Wallets used by you with the Platform. When using Digital Wallets, you should review applicable terms and policies that govern your use of such Digital Wallets.

4. ELIGIBILITY

To be eligible to access and use the Platform, you must:

- (i) be able to form a legally binding agreement with Akropolis on terms herein set forth;
- (ii) if an individual, be at least 18 (eighteen) years of age, or of such higher age required to enter into a binding agreement with Akropolis on the terms set out herein according to the laws of the jurisdiction where you reside;
- (iii) comply with these Terms;
- (iv) neither use the App from the jurisdiction in which the use of the App is prohibited by applicable laws or regulations nor use the App for the benefit of such a person; and
- (v) use the App for your business purposes only, and not as a consumer, and you hereby further agree and acknowledge that the App is available for your commercial use only. You are not allowed to use the App in your capacity as a consumer.

5. IMPORTANT DISCLAIMERS

You hereby acknowledge and agree that Akropolis does not provide any custodial or similar services, custodial solutions or software, does not act as your agent or representative, and does not control or custody any of your funds or Virtual Assets.

Akropolis shall not be responsible for or held liable in connection with any operation carried out by you, any other user or group of users in or with the use of the Smart-Contract Systems or the Platform, including any transfer, delivery, use, or storing of Virtual Assets. Akropolis shall not be acting as an intermediary in any transaction nor shall it be responsible for ensuring that any transaction

made with the use of the Platform or otherwise on the blockchain is actually completed or performed. Akropolis does not control or influence the transactions on blockchain networks, and therefore is unable to cancel, reverse, block, or freeze any transactions conducted by you or any other user of the Platform or Smart-Contract Systems.

Akropolis is not your broker, fund manager, or any intermediary to any broker or fund manager. Neither the Platform nor the Smart-Contract Systems or anything in these Terms shall be considered as broker and/or fund management services, or any intermediation services thereto.

Neither the Platform nor Akropolis provides financial advisory, legal, regulatory, or tax services directly, indirectly, implicitly, or in any other manner, and you should not consider any content contained in these Terms, information or materials provided by Akropolis (or on our behalf) to be a substitute for professional financial, legal, regulatory, tax, or other advice.

The Platform, including any information and materials available thereon, is not intended to constitute an offer of securities or Virtual Assets, or a solicitation for investment in or purchase of securities or Virtual Assets in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type. We do not provide any opinion or any advice to purchase, sell, or otherwise transact with Virtual Assets, and nothing communicated by us shall form the basis of, or be relied upon in connection with, any contract or investment decision. Please consult your own legal or financial advisor before making any decision, and always do your own research.

Virtual Assets are extremely volatile which means that their value and applicable exchange rates may change dramatically in a very short time depending on various factors and forces. Furthermore, the composition of Virtual Assets supplied to certain Third-Party Services (as defined below), whether through the App or otherwise, may change, their value may go up or down, or drop significantly. Akropolis shall not be responsible for or held liable in connection with any damages or losses that you may incur as a result of or in connection with the change in the composition, value or price of your Virtual Assets.

6. WARRANTIES AND REPRESENTATIONS

You represent and warrant to Akropolis that:

- (i) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Virtual Assets, Virtual Asset storage facilities, including Digital Wallets, distributed ledger technology, blockchain-based software, automated market-makers (AMMs), liquidity pools and decentralised finance (DeFi) in general;
- (ii) you access and use the App only for commercial (business) purposes, and you do not access or use the App as a consumer;
- (iii) any Digital Wallet used by you with or within the App is either owned by you, or that you are validly authorised to carry out actions using such Digital Wallet, and that any funds or Virtual Assets used by you within the App are from legitimate sources and were lawfully acquired;
- (iv) any funds or Virtual Assets used by you within the App are from legitimate sources and were lawfully acquired;
- (v) you are not subject to any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a

corporate entity) in a country or territory that is subject to a country-wide or territory-wide sanctions imposed by any country or government or international authority;

- (vi) you shall be solely responsible for all and any operations and transactions with Virtual Assets carried out via the App;
- (vii) you acknowledge and agree that Akropolis does not act as your agent or fiduciary, and that Akropolis does not control or custody your Virtual Assets or funds in any manner;
- (viii) if you are acting for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established, and in each jurisdiction where it conducts business;
- (ix) accessing and/or using the Platform is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject, and your access to and use of the Platform shall be in full compliance with applicable laws;
- (x) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale, or transfer of Virtual Assets, or another use of the Platform;
- (xi) you understand that purchasing, selling, and holding Virtual Assets carries substantial risk as the prices may change rapidly, and that you should obtain appropriate professional advice before making any decision;
- (xii) you shall not make any decisions based solely on the information available on the Platform or otherwise made available by Akropolis, and shall conduct your own substantial research and analysis before making any decision;
- (xiii) your use of information available on the Platform or otherwise provided by Akropolis is at your own risk, and that nothing contained on the Platform shall be deemed a guarantee or promise that such information is true or correct, that you will receive any profit or benefit, or that any transaction via the Platform will be beneficial or suitable for you;
- (xiv) all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your use of the Platform.

7. PROHIBITED USE

You agree that you shall not conduct or participate in any of the following activities when accessing or using the Platform, or in connection with such access or use:

- (i) disrupting, interfering with, or inhibiting other users from using the Platform, or carry out activities that could disable, impair, or harm the functioning of the Platform or servers, or underlying software;
- (ii) posting, uploading, or submitting any content that is illegal, infringing, harmful, offensive, or inappropriate (the final decision on whether the content is appropriate shall be taken by Akropolis at its sole opinion and discretion);
- (iii) using the Platform or underlying software for any illegal purposes, including, but not limited to, terrorism financing or money laundering;

- (iv) circumventing or attempting to circumvent any access or functionality restrictions or limitations with respect to the Platform or underlying software, using malware, harmful code or software, undertake hacker attack or similar activities;
- (v) use the Platform or related information for any purpose that is harmful or detrimental to Akropolis, its Affiliates (as defined below), the Platform, or the users of the Platform;
- (vi) carrying out activities aimed at manipulating the market, Virtual Assets prices, spoofing, or wash trading;
- (vii) violating any rights of any third person, including intellectual property rights;
- (viii) carrying out fraudulent activities, providing any false, inaccurate, or misleading information in order to unlawfully obtain Virtual Assets or property of other users or third persons;
- (ix) copying, reproducing, or cloning the Platform as a whole, or duplicating its essential elements, or creating derivative works from the Platform without our prior written consent, subject to the terms of the applicable Open-Source Licenses, as defined below;
- (x) carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.

8. THIRD-PARTY CONTENT AND SERVICES

When using the Platform, you may view or interact with certain content provided by third parties or produced from third-party sources, such as, for example, (i) description of third-party services, software, or tools, including liquidity pools and mining initiatives, (ii) promotional materials and advertisements, other third-party materials and data, (iii) third-party websites and resources, and links thereto, and (iv) any information produced or derived from third-party sources, including projections, assumptions, prices, exchange rates and other rates, etc. (collectively, the **“Third-Party Content”**).

While using the Platform, you may also interact with or the Platform may rely on certain third-party services meaning software, services, items, and solutions that are not provided by Akropolis, such as, for example, Digital Wallets, analytic tools, blockchain smart-contracts (including automated market-making (AMM) protocols and decentralized exchange smart-contract systems), as well as third-party mining and yield farming pools and initiatives (collectively, the **“Third-Party Services”**).

Akropolis is not responsible for and shall not be held liable in connection with, and does not make any warranties, whether express or implied, as to the Third-Party Content or Third-Party Services, does not endorse and is not responsible for such Third-Party Content, Third-Party Services, and any related information, materials, content, services or tools. You hereby affirm and acknowledge that your use of Third-Party Content or Third-Party Services, and your interactions with third parties that are linked to or from the Platform, is at your own risk. To the maximum extent permitted by the applicable law, in no event shall Akropolis be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content or Third-Party Services.

9. USER-GENERATED CONTENT

You may be allowed to post, create, or furnish certain information, materials, or content through the Platform (the **“User-Generated Content”**). If you post, create, or provide any User-Generated Content, you must ensure that such content at all times is true, accurate, complete, and up to date, and that such content does not violate the law or any rights of third parties. By creating or providing any User-Generated Content you warrant that you own all intellectual property rights in and to such

content or otherwise have the right to use the content in such a manner, and that such content does not violate any rights of third parties or laws. You shall be solely liable and responsible for your User-Generated Content.

We do not immediately review all User-Generated Content nor do we have such an opportunity. We do not undertake any obligations in respect to the User-Generated Content, e.g., obligation to review or post such content, or obligations of confidentiality. At all times, we retain the right to remove any User-Generated Content without any prior notice or liability in case we, at our sole discretion, determine that such content is offensive, unacceptable, may harm us or violate these Terms, any laws or public order.

Akropolis may use, reproduce, disclose, make publicly available and otherwise exploit any of your comments, suggestions, recommendations or other feedback provided in connection with or relating to the Platform, our other products and services throughout the world in its sole discretion, without restrictions or any obligations to you.

By creating User-Generated Content on the Platform, you grant Akropolis a non-exclusive, irrevocable, royalty free, perpetual, fully paid up, worldwide license (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, create derivative works from your User-Generated Content and the right to assign these rights to third parties in whole or in part.

10. UPDATES, AVAILABILITY, AND LIMITATIONS

Akropolis may from time to time and without prior notice make certain updates, improvements, or modifications to the Platform, including, but not limited to, updates to the underlying software, infrastructure, security protocols, technical configurations, functionality, financial structure, or service features, and Akropolis shall not be in any case held liable with respect to any such update. In certain cases, the Platform may be unavailable.

You hereby affirm and acknowledge that occasionally the Platform or any of its parts may be unavailable or its operation may be interrupted, and you accept and assume such risks in full. We will make reasonable efforts to inform you if, when, and to which extent the Platform or any of its parts are or will be unavailable.

We may impose certain limitations to use the Platform or any of its parts. You hereby agree to comply with such limitations and not to circumvent them. The limitations may be updated from time to time at our sole discretion.

11. LICENSE

Subject to your compliance with these Terms, Akropolis hereby grants you a limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable license (right) to access and use the Platform for its intended purposes on the terms set forth herein (the "**License**"). The License is subject to other terms and conditions provided in these Terms and will remain effective until terminated as provided herein.

The License shall not cover any open-source software, components and items, which are distributed on the terms set forth in the applicable open-source licenses ("**Open-Source Licenses**"). You shall use or distribute respective open-source parts of the Platform in compliance with the terms of the applicable Open-Source Licenses.

Your access and use of the Platform shall not violate the terms of the License and/or Open-Source Licenses, as applicable.

12. PROPRIETARY RIGHTS

The Platform may contain names of services and products, logos, trademarks and other marks which are owned by Akropolis, its Affiliates, meaning a person controlling, controlled by, or under the same control with Akropolis (the “**Affiliate**”), or applicable licensors. Subject to the terms of the License granted hereunder, neither your use of the Platform nor anything contained in these Terms or materials made available on the Platform gives you any rights, title or interest in or to the Platform, the content available thereon, or our intellectual property. You may not obscure, remove or alter any marks or notices displayed in the Platform. Any rights not expressly granted to you under the License and/or applicable Open-Source Licenses are reserved by Akropolis, its respective Affiliates, and/or other rightsholders.

Certain components used in the Platform may be distributed under Open-Source Licenses, the terms of which shall be made available to you, and you agree to abide by and comply with the terms of such Open-Source Licenses, if applicable. Subject to the foregoing sentence, the Platform, including its elements and components, may not be copied, reproduced or imitated, in whole or in part, without our prior written permission.

13. AVAILABILITY AND ACCESS

Generally, we are not going to terminate access to the Platform for any eligible person, the Platform is public and generally can be accessed without login or registration. At the same time, availability and functionality of the Platform depend on various factors. Akropolis does not warrant or guarantee that the Platform will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access, bug-, virus-, or error-free.

The Platform may be inaccessible or inoperable from time to time for any reason, including, for example, equipment malfunctions, maintenance procedures or repairs, force majeure circumstances, disruptions, sophisticated hacker or malware attacks, and temporary or permanent unavailability of the underlying blockchain infrastructure, and/or unavailability of respective third-party service providers or external partners. In the aforementioned cases, the access or use of the Platform may be prevented or limited without notice.

We may, at any time and without prior notice and liability terminate or discontinue the Platform or any of its components.

14. RESTRICTION OF ACCESS

Akropolis may, at its sole and absolute discretion, limit, suspend or restrict access to the Platform or any of its components for persons who reside or are located in specific jurisdictions or territories, including in accordance with its internal risk management policies or due to legal uncertainty. You hereby agree that Akropolis may install and utilise certain software, solutions and/or tools (for example, geo-blocking solutions) allowing to identify users from certain restricted jurisdictions, or those who have violated these Terms or the laws, and restrict their access to and use of the Platform. Akropolis may restrict or suspend your access to and/or use of the Platform, any Akropolis products or services and related software with immediate effect and without notification if (i) Akropolis, acting in its sole discretion, determines that you have violated these Terms, applicable laws or regulations, (ii) you or your actions create possible legal exposure for Akropolis.

15. NO ADVICE

No part of the information or content available on the Platform or otherwise communicated by Akropolis or on its behalf should be considered to be business, legal, financial, investment, or tax advice, or advice of a broker regarding any matters to which all or any part of such information relates.

You should consult your own legal, financial, tax, or other professional advisor regarding this information. We shall not be responsible for the accuracy of the information and materials on the Platform, therefore any use of such information or materials is at your own discretion and risk and you are solely responsible for any possible damages or losses arising from such use.

16. LIMITATION OF LIABILITY

To the maximum extent permitted under the applicable law, in no event shall:

- (i) Akropolis, its Affiliates, shareholders, directors, officers, employees, agents, advisors, contractors and assignees (collectively with Akropolis, the “**Akropolis Parties**”) be liable for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with these Terms or their violation, the use or inability to use the Platform and/or the failure of the Platform to perform as represented or expected, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether Akropolis Parties have been advised of the possibility of such damages;
- (ii) Akropolis’ officers, directors, employees, consultants and shareholders be held personally liable in connection with these Terms or their violation, or the use or inability to use the Platform or Smart-Contract Systems, provided that this item “(ii)” shall not limit the liability of Akropolis as an entity;
- (iii) Akropolis Parties be liable for any damages or losses arising in connection with third-party hostile interferences, hacker attack, phishing attack, phishing attacks, malware attacks, viruses, or trojan horses, regardless of whether (a) such attacks targeted you, other users, Akropolis, the Smart-Contract Systems, or the Platform, and (b) Akropolis managed to take timely or effective measures against such attacks;
- (iv) Akropolis Parties be responsible for or held liable in connection with inaccuracy or incompleteness of any content or information, whether provided through the Platform or communicated otherwise, or third persons’ conduct;
- (v) Akropolis Parties be responsible or held liable with respect to the Smart-Contract Systems;
- (vi) Akropolis Parties be responsible or held liable with respect to the Third-Party Content or Third-Party Services;
- (vii) the aggregate liability of Akropolis Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, use or inability to use the Platform and/or Smart-Contract Systems shall be limited to US \$5,000 (five thousand U.S. dollars).

You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above in this Section 16 from Akropolis Parties and/or persons specified above. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law.

You hereby expressly waive and release Akropolis Parties from the above liability, damages, losses, claims, or causes of action that arise from or relate to these Terms, your use of the Smart-Contract

Systems, as well as any transactions carried out by you with the use of the Smart-Contract Systems. To the maximum extent permitted under the applicable law, you further waive any and all protections and benefits granted to you under the applicable law that limit or impair the release and waiver contained in the foregoing sentence, including due to the fact that you do not know or suspect to exist in your favour at the time of executing the release.

17. INDEMNIFICATION

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless Akropolis Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations or warranties, (ii) your access to or use of the Platform, and (iii) exercising, enforcing, or preserving Akropolis' rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms.

Akropolis reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 17. The indemnity set out in this Section 17 is in addition to, and not in lieu of, any other remedies that may be available to Akropolis under the applicable law.

18. NO WARRANTY

The Platform is provided on "as is" and "as available" basis. Your use of the Platform or Smart-Contract Systems will always be at your own risk. Akropolis makes no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the Platform or Smart-Contract Systems, all of which are expressly disclaimed.

Akropolis does not warrant, whether expressly or impliedly, and hereby expressly disclaims any warranty and/or representation that:

- (i) the Platform or Smart-Contract Systems will work as expected, or that any information provided through the Platform or otherwise communicated in connection with the Platform and its operation, including the information displayed in the App, will be timely, accurate, reliable, true or correct;
- (ii) the Platform or Smart-Contract Systems will be secure or available at any particular time or place, or will continue working, operating or functioning for any period of time;
- (iii) any defects or errors in the Platform or Smart-Contract Systems will be corrected; or
- (iv) the Platform or Smart-Contract Systems will be free of viruses, bugs, trojan horses, malfunctions, or other harmful components, or properly protected from hacker, malware or other attacks, or third-party hostile interferences.

19. WAIVER OF FIDUCIARY DUTIES

The Platform, these Terms or any other service or product of Akropolis are not intended to create or impose any fiduciary duty on Akropolis with respect to you. Notwithstanding anything to the contrary contained in these Terms or applicable provision of law or equity, to the maximum extent permitted by the applicable law, Akropolis shall owe no fiduciary duties to you, provided, however, that Akropolis shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the law.

20. ASSOCIATED COSTS

The Platform is currently free to use, but Akropolis reserves the right to charge fees for the access to and use of the Platform. However, when you conduct transactions through the Platform certain fees, costs and expenses may arise, including, for example, the fees imposed by the Smart-Contract Systems or blockchain gas costs (collectively, the “**Costs**”). We will make commercially reasonable efforts to display to you the Costs associated with your transactions; however, you shall not rely on such information and you shall at all times independently verify the Costs applicable to your transactions. You shall bear all such Costs associated with transactions that you carry out through the Platform. Akropolis is not responsible for the Costs and shall not be in any way liable in connection therewith.

21. TRANSACTIONS

Transactions carried out with the use of the App on the blockchain are irreversible and final. You may not claim refunds or cancel transactions once they are processed by the blockchain network. You are solely responsible for any transactions carried out with the use of the App, including on the blockchain, and you will carefully appraise and assess the risks involved in every such transaction before it is made. Furthermore, you hereby acknowledge that Virtual Assets are highly volatile due to multiple factors including but not limited to speculation, lack of regulation, regulatory, security risks, other factors and circumstances. The price of a Virtual Asset may change dramatically and rapidly, and certain Virtual Assets may lose their value entirely; you shall not hold Akropolis Parties responsible for or liable in connection with the foregoing and hereby assume all such risks. You shall solely make all decisions with regard to your transactions, and shall be solely responsible for their consequences, including possible losses and damages.

22. STATEMENT OF RISKS

By using the Platform and/or accepting these Terms you expressly acknowledge, accept, and assume the risks set out below. You acknowledge, accept, and assume the risks set out below and represent that Akropolis Parties cannot be held liable for any damages or losses arising from or in connection with such risks.

You acknowledge and agree that using the Platform carries significant potential financial, regulatory, reputational risks, and other risks, including but not limited to:

- **Risk of Software Weaknesses.** The App works and interacts with the Smart-Contract Systems and Third-Party Services, which are deployed on the applicable blockchain networks. As a result, any malfunction, breakdown or abandonment of the relevant blockchain networks may have a material adverse effect on the App. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the App, Smart-Contract Systems, or associated Third-Party Services by rendering ineffective the cryptographic consensus mechanism that underpins the applicable blockchain network. The smart contract concept, the underlying software application and software platform (e.g., the Ethereum blockchain) are still in an early development stage and unproven. There is no warranty or assurance that the App or Smart-Contract Systems will be uninterrupted or error-free and there is an inherent risk that they could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of your Virtual Assets;
- **Regulatory Risk.** Blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology-based applications. These may be contrary to the current setup of the above technologies, and may, inter alia, result in

substantial modifications to the Platform or underlying software. Therefore, there is uncertainty as to the legal and regulatory licences and requirements that will be required, and whether Akropolis will be able to obtain necessary licenses or permissions;

- **Risks Associated with Uncertain Regulations and Enforcement Actions.** The regulatory status of Virtual Assets, the Platform, Smart-Contract Systems and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to the above. It is equally difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform, Smart-Contract Systems, and Virtual Assets. Regulatory actions could negatively impact Akropolis in various ways. Accordingly, your ability to access or use the App or Smart-Contract Systems, including your access to the Virtual Assets, may be limited or impeded; and the App may be not available in certain jurisdictions;
- **Risk of Losing Access to Virtual Assets Due to Loss of Private Key(s), Custodial Error or Your Error.** Certain Virtual Assets can only be accessed by using a combination of your public and private key, or, in certain cases, — your account information (address), private key and password, whereas the private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the Virtual Asset associated with such key may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including, for example, by gaining access to the login credentials relating to your Digital Wallet, may be able to misappropriate your Virtual Assets. Any errors or malfunctions caused by or otherwise related to the Digital Wallet or vault in which you choose to receive and store Virtual Assets, including your own failure to properly maintain or use such Digital Wallet or vault, may also result in the loss of your Virtual Assets;
- **Risks arising from taxation.** The tax characterisation of Virtual Asset is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer, and use of Virtual Asset, which may result in adverse tax consequences to you. This includes without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, and similar taxes, levies, duties, or other charges and tax reporting requirements;
- **Volatility and Speculation Risks.** Blockchain technologies and associated Virtual Assets are highly volatile due to multiple factors including but not limited to speculation, lack of regulation, regulatory, and security risks. The price of a Virtual Asset may change dramatically and rapidly. Certain Virtual Assets may lose their value entirely. You shall not hold Akropolis Parties liable in connection with the change in price of Virtual Assets;
- **Transaction Risks.** Transactions with Virtual Assets carried out via the App are irreversible and final. You may not claim refunds or cancel transactions once they are processed by the blockchain. You are solely responsible for your transactions carried out through the App and on the blockchain networks, and you will carefully appraise and assess the risks involved in every such transaction before it is made. You shall solely make all decisions with regard to your transactions, and shall be solely responsible for their consequences;
- **Risk of Losses.** Certain transactions conducted via the App may not be beneficial or profitable for you due to various reasons.

23. APPLICABLE LAW

These Terms, as well as any and all relationship between you and Akropolis relating to the Platform shall be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

24. DISPUTES RESOLUTION

Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively, “**Disputes**”) in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Akropolis hereby agree to settle and finally resolve any Dispute arising out of or in connection with these Terms or the Platform in binding arbitration and in accordance with this Section 24. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

For any Dispute that you have against Akropolis or relating in any way to these Terms or the Platform, you shall first contact Akropolis and attempt to resolve the Dispute informally by sending a written notice of your claim (the “**Notice**”) to Akropolis by email at team@akropolis.io. The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If Akropolis and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the LCIA, in accordance with the terms set forth below.

Any Disputes arising out of or in connection with these Terms or the Platform, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. You will not and hereby waive your rights to object to the arbitration prescribed herein.

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, Akropolis, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

Any Dispute arising out of or related to these Terms is personal to you and Akropolis and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding in any circumstances. There will be no class or other type or representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

To the maximum extent permitted under the law, you and Akropolis waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.

To the maximum extent permitted under the law, you and Akropolis hereby agree that any claim arising out of or related to these Terms or the Platform shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor Akropolis will have the right to assert such claim.

25. COMMUNICATION

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, “**Communications**”) that Akropolis provides in connection with these Terms and the Platform. You agree that Akropolis may provide Communications to you by posting them on the Platform, on the Website, on its Medium blog, Discord channels, in its Telegram channel, or in other communication channels. The appropriate links to the communication channels are available on the Website. If you provide us your email address, we may (but will not be obliged to) send Communications to you by email. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published.

You may electronically communicate with us by sending Communications to the following email address team@akropolis.io. Akropolis may require you to provide additional data or documents that will allow us to identify you.

26. FORCE MAJEURE

Akropolis shall not be held liable or responsible for any non-performance or undue performance of its obligations hereunder if such non-performance or undue performance results from or is caused, directly or indirectly, by the force majeure circumstances. Force majeure circumstances include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) epidemic, pandemic, insurrection, riot, labour dispute, accident, (iv) sanctions, government actions, embargoes, (v) injunctions, cease and desist orders, restraining or similar orders, other actions of a court, governmental or other authorities, (vi) weaknesses, vulnerabilities and bugs in the software, blockchain networks, smart-contracts, other technologies used in connection with the Platform, 51% attacks or similar attacks on Virtual Assets’ underlying blockchain networks; (vii) theft of Virtual Assets, including from the smart-contracts or accounts with digital asset (cryptocurrency) exchanges, loss or theft of Virtual Assets as a result of an attack, including hacker, malware, or other attack, or third-party hostile interference; (viii) actions, failures to act or inactions of Third-Party Service providers or other third parties, including fraud or theft of funds by controlled by such third parties (including so-called “exit-scam”), (ix) system interference and/or destruction by any malicious programs, (x) power failure, equipment or software malfunction or error, (xi) other circumstances beyond the control of Akropolis interfering the performance hereof.

27. NO WAIVER

No failure or delay by Akropolis to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

28. ENTIRE AGREEMENT

These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and Akropolis, and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and Akropolis regarding the subject matters hereof. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries to these Terms.

29. PERSONAL DATA

Please learn more about how we process your personal data in our [General Privacy Policy](#) available on the Website and the [App Privacy Notice](#) available within the App, which forms a part of the [General Privacy Policy](#).

30. SURVIVAL

Sections 14, 16-19, 23-25, 29-34 shall survive any expiration or termination of your access to or use of the Platform, regardless of the reasons.

31. LANGUAGE

Currently, only the English version of any Akropolis' communications is considered official. The English version shall prevail in case of differences in translation of any documents, Communications or other content.

32. ASSIGNABILITY

You shall not assign or transfer any rights or obligations under these Terms without prior written consent of Akropolis. Akropolis may assign and transfer these Terms, all and any rights and obligations hereunder to its Affiliate or successor, without your consent or approval, or any prior notice.

33. SEVERABILITY

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.

34. INTERPRETATION

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to the disadvantage of Akropolis because it was responsible for the preparation of these Terms.

[END OF DOCUMENT]
