

Staking Terms of Use

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By directly or indirectly accessing, including, but not limited to, indirectly linking your Digital Wallet (defined below) to the Services (defined below) through a site or service operated by a third party, or otherwise using the Services or any portion thereof, you hereby consent to be bound by these terms and conditions (“**Staking Terms of Use**”). These Staking Terms of Use are entered into, and create a legally binding agreement, by and between you, and any organization or person you are acting on behalf of (“**you**” or “**your**”) and “Fintrux Pte Ltd”, (“**FintruX**”, “**we**,” “**our**,” or “**us**”). You acknowledge and agree that these Staking Terms of Use supplement and do not modify, amend, supersede or replace, the [FinruX Privacy Policy](#) or the [General Terms of Use](#) both of which are incorporated herein by reference. If there is any conflict between these Staking Terms of Use, the FintruX Privacy Policy, or the General Terms of Use, these Staking Terms of Use will control to the extent such conflict is in regard to the Services or any staking performed under or in connection with these Staking Terms of Use. We may amend or modify these Staking Terms of Use at any time and for any reason. We will provide reasonable notice to you with respect to the amended or modified Staking Terms of Use by posting them or otherwise making them available on <https://staked.finance> (“**Website**”). By continuing to link your Digital Wallet to our Services, or otherwise use our Services, you agree to such amended or modified Staking Terms of Use. You agree to be responsible for reviewing the Staking Terms of Use and any amendments or modifications thereto. If you do not agree with the Staking Terms of Use, your sole and exclusive remedy is to cease your use of the Services and/or Website.

1. **Definitions.** The definitions for certain defined terms used in these Staking Terms of Use are set out below. Other terms are defined elsewhere in these Staking Terms of Use.

1.1 “**Digital Assets**” means any digital blockchain asset subject to the Services. 1.2 “**Digital Wallet**” means the wallet or similar device or software used to store Digital Assets.

1.3 “**Net Reward**” means the sum of the Rewards minus Slashing Penalties (if any).

1.4 “**Rewards**” means any rewards granted by the Supported Blockchains, including block rewards, endorser rewards, and transaction fees, in each case as actually granted by such Supported Blockchains and received by you, as applicable, in connection with the performance of the Services.

1.5 “**Slashing Penalties**” means any slashing penalty assessed by a Supported Blockchain pursuant to the Supported Blockchain’s protocols.

1.6 “**Supported Blockchain**” means a Proof-of-Stake network or blockchain ledger on which FintruX provides an administrative service (only) of operating a validator node on your behalf.

1.7 “**Staking Address**” means the address of the smart contract into which validator nodes are required to deposit Digital Assets.

1.8 “**Withdrawal Address**” means an address under your control into which Rewards will be deposited.

2. Services

2.1 **The Services.** Subject to these Staking Terms of Use, we provide an administrative service (only) of operating validator nodes and software to perform non-custodial Staking-as-a-Service or otherwise participate in staking protocols in connection with Digital Assets solely for Supported Blockchains (the “**Services**”). The Services are strictly offered on a non-custodial basis. At all times, you remain the legal and beneficial owner of your Digital Assets.

2.2 License to Access the Services. Subject to these Staking Terms of Use, we hereby grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable right and license to access and use the Services for purposes of delegating supported Digital Assets to our validator addresses for staking on a Supported Blockchain.

2.3 Blockchain Events. You acknowledge and agree that the Supported Blockchains are independently and separately operated and controlled by third parties. As such, at any time and for any reason, such Supported Blockchains may modify their protocols, bond or unbond your Digital Assets, fork, or implement any other action or change that may impact your Net Rewards, Digital Assets, the Services and/or your access and use to each of the foregoing (together, a “**Blockchain Event**”).

2.4 Changes to the Services. We reserve the right to modify, alter or otherwise change the Services from time to time by adding, deleting, or otherwise modifying features or functionality to improve your experience, comply with applicable regulations and/or laws or for any other reason or purpose. We further reserve the right to (i) discontinue any feature of the Services or any portion thereof at any time, including, without limitation, discontinue to support any Digital Asset, or Supported Blockchain, or (ii) remove any content from the Services at any time, in each case for any reason in our sole discretion and without notice to you. You specifically acknowledge and agree that we are not (a) responsible for such modifications, changes, content removals, or (b) liable for any loss of value of your Digital Assets or loss of Net Rewards that may result directly or indirectly from any such changes or any Blockchain Event.

2.5 Nature of Staking-as-a-Service. Our provision of non-custodial Staking-as-a-Service is to be construed as us providing an administrative service (only) of operating validator nodes and software on your behalf. Your Digital Assets will not be pooled with those of any other person and will solely be deposited into the address of the smart contract that corresponds to the validator we will provide administrative services on your behalf. There may be a delay before your Digital Assets are eligible to participate in the transaction validation process and earn rewards. FintruX does not guarantee that you will receive any Rewards. You are the legal and beneficial owner of all Rewards that are generated from the validator which we provide administrative services on your behalf to you. At any point in time, you may elect to stop utilising the Services. Upon our receipt of such notification from you, we will cease our administrative services in relation to the validator nodes and software, and facilitate the transfer of your Digital Assets (less any Slashing Penalties but including any Rewards) into your Digital Wallet and/or into your Withdrawal Address. The transfers described in this clause 2.5 are to be construed as us conveying your instructions to the Supported Blockchain - we do not at any point exercise any control over your Digital Assets or come into possession of your Digital Assets.

3. Rewards; Fees

3.1 Rewards. Your use of the Services may result in a Net Reward that is issued by the applicable Supported Blockchain and transferred to the Digital Wallet address where your Digital Assets originated. You acknowledge that (i) such Net Rewards may be issued in the same denomination as the Digital Assets, (ii) any estimates or projections of Rewards or Net Rewards, as applicable, are not a guarantee, (iii) we will never ask for and you should never provide to us the private key for your Digital Wallet, (iv) we are not responsible for the loss of your private key or your inability to access (a) your Digital Wallet, or (b) any resulting Net Rewards that may be stored therein, and (v) you assume responsibility for ensuring we have the correct and valid address of your Digital Wallet(s). You specifically acknowledge and understand that your Net Rewards may be subject to a bonding period by a Supported Blockchain that may render your Net Rewards and/or Digital Assets unavailable and/or subject to other restrictions imposed and controlled by such Supported Blockchain (together, the “**Bonding Period**”).

3.2 Fees. In consideration for granting you a limited license to access and use our Services, you hereby authorize us to charge a non-refundable service fee, payable in USD/ETH/FTX. A full list of these service fees, as amended from time to time, can be found on our Website and shall form part of these Staking Terms of Use. You agree to be responsible for the payment of and pay all fees. FintruX may use a third-party payment processor or collection agent to process the payment of such fees between you and FintruX.

4. Termination

4.1 Termination. In the event that you breach these Staking Terms of Use or if we reasonably determine that action is necessary under applicable law (for example, because we suspect money laundering, terrorist financing, fraud, or any other financial crime), we may terminate or suspend your right to use or otherwise access the Services with or without notice to you. Such termination or suspension shall be a non-exclusive remedy for your breach of these Staking Terms of Use and we reserve the right to pursue any and all additional remedies that may be available to us. We may also terminate or suspend the Services in whole or in part for whatever reason (including where the Service requires a licence to operate or as requested by the regulators (including the Monetary Authority of Singapore))_and at any time. Notwithstanding the foregoing, you acknowledge and agree that termination of these Staking Terms of Use may be subject to other terms and conditions maintained and enforced by Supported Blockchains or other third parties.

4.2 Effects of Termination. In the event of any termination or suspension pursuant to Section 4.1 or otherwise, the Services will immediately cease. Termination or suspension of the Services may require us to complete certain delegated tasks that comprise part of the Services, including, but not limited to unbonding of Digital Assets. The performance of such tasks shall be at our discretion and you disclaim any responsibility or obligation that we may have to perform such tasks. However, to the extent that it is technically possible, upon such termination, FintruX will cease the administrative services in relation to the validator nodes of software, and facilitate the transfer of Digital Assets (less any Slashing Penalties but including any Rewards) into your Digital Wallet and/or Withdrawal Address.

4.3 Survival. The following Sections shall survive termination of these Staking Terms of Use: Section 3.2 (Fees), Section 4.2 (Effects of Termination), Section 5 (Intellectual property), Section 7 (Disclaimer), Section 8 (Limitation of Liability), and Section 9 (Indemnification).

5. Intellectual property

5.1 Ownership. As between you and us, we own all rights, title, and interest in and to the Services and Website and any modifications, improvements, adaptations, enhancements, derivatives thereto and any intellectual property rights related thereto, including, but not limited to, patent rights, trademark rights, copyrights, and trade secret rights and any other intellectual property and/or industrial rights recognized anywhere in the world.

5.2 No Other Right. Except for the limited license granted to you in Section 2.2, we do not grant or convey to you by implication, waiver, estoppel or otherwise any license to, any right, title, or interest in and to our intellectual property rights in or to the Services and Website or any other products, software or technology shared or made available by us under or in connection with these Staking Terms of Use.

5.3 No Reverse Engineering; Restrictions. You shall not directly or indirectly (i) copy, modify, reproduce, reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or any other proprietary information or materials related to the Services or the Website, (ii) use the Services or Website to build a competitive product, software or other technology that could be used to offer similar services as to those offered hereunder, (iii) interfere with the Services or

Website, their security, network and the operability of any of the foregoing, or (iv) introduce, post, or upload, (a) bugs, time bombs, time locks, traps, trojan horses, or (b) any other harmful code or software that can corrupt or damage data, storage media, programs, equipment, or any hardware used in connection with the Services or Website.

6. YOUR REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGMENT OF RISKS

6.1 Your Representations and Warranties. You represent, warrant and covenant that: (i) the organization or entity you may be acting on behalf of is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into these Staking Terms of Use, (ii) you have all requisite power and authority to, and no other proceedings on its part are necessary to, execute and deliver these Staking Terms of Use, (iii) your performance of your duties and obligations under these Staking Terms of Use and in connection with your use of the Services and Website shall comply with all applicable laws, rules, and regulations; (iv) you and the organization or entity you may be acting on behalf of are not located in a prohibited jurisdiction; (v) you have the full legal authority and right (a) to be bound to these Staking Terms of Use, and (b) to bind the organization or entity you may be acting on behalf of to these Staking Terms of Use; (vi) you have the right, title, and interest in and to the Digital Assets and you are the legal and beneficial owner of the Digital Assets; (vii) you have all the rights and requisite authority to submit or otherwise provide your Digital Assets, data or any other materials you provide under and in connection with these Staking Terms of Use; (viii) any assets, including Digital Assets subject to the Services is not encumbered or restricted in any manner that would prohibit compliance with these Staking Terms of Use; (ix) you have the right to access and use the Digital Wallet(s) used in connection with the Services; (x) you understand that the continued ability to provide the Services is dependent on many elements and you understand the risk involved with use of the Services, Website and Supported Blockchains; (xi) you and the organization or entity you may be acting on behalf of are in compliance with all applicable laws and regulations; (xii) you and the organization or entity you may be acting on behalf of are not listed by the U.S. Government, any other government or legal authority as a prohibited or restricted party; (xiii) you and the organization or entity you may be acting on behalf of have not been convicted of, or agreed to enter into a pretrial diversion or similar program in connection with the prosecution of, a criminal offense involving theft, dishonesty, breach of trust, money laundering, the illegal manufacture, sale, distribution of or trafficking in controlled substances, or substantially equivalent activity in a domestic, military, or foreign court; (xiv) you are solely responsible for the security, custody and control of any Digital Wallets, including, any Digital Wallet designated by you for the receipt of Net Rewards; (xv) you will not use the Services or Website in a manner that infringes, misappropriates or otherwise violates the intellectual property rights and privacy rights of any third party; (xvi) you are not subject to any restriction or prohibition that would limit or prohibit your use of the Service or Website in accordance with these Staking Terms of Use; (xvii) the Digital Assets are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of applicable law or regulations; and (xviii) you will not use the Services or Website in any manner that violates applicable law or regulations.

6.2 Acknowledgment of Risk. You understand and agree that (i) use of the Services exposes you to considerable risk of loss; (ii) you may not earn any Net Rewards; (iii) the operation of the Services and any resulting Net Rewards, if any, may depend on services provided by third parties whom we do not control; (iv) Digital Assets and Supported Blockchains are new technologies that currently face uncertain and evolving regulatory requirements in many jurisdictions; and (v) one or more such jurisdictions may, in the future, adopt laws, regulations or directives that affect Digital Assets and/or

Supported Blockchains and that may result in sudden changes (a) to the Services or (b) in connection with your Rewards or Digital Assets. For the avoidance of doubt, we specifically disclaim any liability for any losses or damages you experience in connection with any of the foregoing.

In addition to the above, you should be aware of the following:

- i. FintruX is not licensed (or exempt) by the Monetary Authority of Singapore to provide Digital Payment Token (“**DPT**”) services under the Payment Services Act 2019 of Singapore (the “**PS Act**”).
- ii. The Services are currently not regulated under the PS Act.
- iii. Consequently, FintruX is not subject to any customer protection or other on-going compliance obligations that are typically applied to regulated financial institutions.
- iv. FintruX is merely providing you with an administrative service and FintruX does not exercise any management skill or discretion in providing the Services.
- v. You should not stake the DPT if you are not familiar with this DPT. This includes how the DPT is created, and how the transfer of the DPT you intend to stake is facilitated by FintruX.
- vi. You should be aware that the value of DPTs may fluctuate greatly. You should stake DPTs only if you are prepared to accept the risk of losing all of the money you put into such DPTs.
- vii. Please note that, in the event of failure of the business of FintruX or a cyber-attack, you remain the legal and beneficial owner of your DPTs and can withdraw them, through the use of other publicly available tools and services, to the Digital Wallet and Withdrawal Address that you have indicated to us in connection with our provision of the Services.

7. DISCLAIMER. THE SERVICES, WEBSITE, AND ANY OTHER PRODUCTS, SOFTWARE OR TECHNOLOGY PROVIDED BY US HEREUNDER IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THESE STAKING TERMS OF USE, AND HEREBY DISCLAIM ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. FINTRUX DOES NOT GUARANTEE THE VALUE OF YOUR STAKED DIGITAL ASSETS OR REWARDS. WE FURTHER DISCLAIM ANY LIABILITY INCLUDING, BUT NOT LIMITED TO, ANY LOSSES RESULTING FROM OR IN CONNECTION WITH SLASHING PENALTIES.

8. LIMITATION OF LIABILITY. EXCEPT FOR ACTS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCE AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL WE BE LIABLE UNDER THESE STAKING TERMS OF USE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES OR LOST PROFITS, INTEREST, ATTORNEYS’ FEES, COMPUTER FAILURE OR MALFUNCTION, DATA LOSS, LOSS OF GOODWILL, OR REVENUE ARISING OUT OF RELATING TO, OR IN CONNECTION

WITH THESE STAKING TERMS OF USE. TO THE EXTENT OUR LIABILITY IS NOT ALREADY EXCLUDED BY THE FOREGOING SENTENCE, OUR AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THESE STAKING TERMS OF USE SHALL OTHERWISE BE LIMITED TO AN AMOUNT EQUAL TO ONE HUNDRED U.S. DOLLARS (\$100).

9. INDEMNIFICATION

9.1 You shall indemnify, defend and hold us and our representatives, officers, directors, employees, successors and assignees harmless from and against any losses suffered by us arising from (i) your breach of these Staking Terms of Use, (ii) a breach of your representations and warranties and/or covenants made hereunder, (iii) your use of the Services or Website in violation of these Staking Terms of Use, (iv) your infringement, misappropriation, or violation of the rights of any other person or entity, (v) any content, materials, or information (in any form or medium) that you submit, post, upload, provide, contribute, or make available (or authorize or instruct us to do so) through the Services or Website, and (vi) violation of any law or applicable regulation. If you are obligated to indemnify us, we have the right to control any action if we want and you cannot settle any action without our consent, unless the settlement is only for money damages which you entirely pay.

10. MISCELLANEOUS

10.1 **Governing Law.** These Staking Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of law provisions.

10.2 **Severability.** If any provision of these Staking Terms of Use or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of these Staking Terms of Use and the application of that provision to other persons or circumstances is not affected thereby, and that provision will be enforced to the greatest extent permitted by applicable laws.

10.3 **Waiver.** No waiver of any right under these Staking Terms of Use will be of any effect or binding upon anyone unless such waiver is in writing and is signed by an authorized representative of the party so waiving such right. No delay or failure of any party in exercising any right hereunder and no partial or single exercise of any such right will be deemed of itself to constitute a waiver of such right or other rights hereunder.

10.4 **No Third-Party Beneficiaries.** The provisions hereof are solely for the benefit of the parties and are not intended to, and will not be construed to, confer a right or benefit on any other person.

10.5 **Assignment.** You shall not assign or transfer (whether by operation of law or otherwise) these Staking Terms of Use (or any rights or obligations hereunder) to a third party.

10.6 **Force Majeure.** No party will be held liable or responsible to any other party nor be deemed to have breached these Staking Terms of Use for failure or delay in fulfilling or performing any provision hereunder when such failure or delay results from causes beyond the reasonable control of the affected party, which may include embargoes, acts of war (whether declared or not), insurrections, riots, civil commotions, acts of terrorism, strikes, lockouts or other labor disturbances, pandemics, epidemics or acts of God (a “**Force Majeure Event**”). The affected party will notify the other parties of such Force Majeure Event as soon as reasonably practical and will make every reasonable effort to mitigate the effects of such Force Majeure Event.

10.7 **External Sites and Third-Party Content.** The Website may contain links to third-party websites or content (“**External Sites**”). Such External Sites are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or

webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when (i) interacting with such External Sites, or (ii) downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

10.8 Exclusive Forum. Any claim, dispute, or controversy arising out of or relating to the Services or these Staking Terms of Use (including the arbitrability of any claim, dispute or controversy), or the breach, termination, enforcement, interpretation, validity, or scope hereof shall be resolved by private, confidential and binding arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by written agreement of the parties or, in the absence of an agreement, such arbitrator shall be appointed by a judge upon the application of either party. Arbitration shall be held in Singapore unless otherwise agreed by the parties in writing. The arbitration procedure to be followed shall be agreed in writing by the parties or, in absence of an agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions in [General Terms of Use](#). Subject to any right of appeal, the decision arrived at by the arbitrator shall be final and binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

10.9 Class Action Waiver. Notwithstanding anything to the contrary contained herein, any arbitration pursuant to these Staking Terms of Use must be on an individual basis. As a result, you may not join or consolidate claims in an arbitration by or against any other person, or litigate in court or arbitrate any claims as a representative or member of a class or private attorney general action.