

## **TERMS OF SERVICE**

Welcome to ThirdFi! These Terms of Service (“Terms”) together with our Privacy Policy, govern your access to and use of the ThirdFi website, application and the API or other services offered by ThirdFi.

### **ACCEPTANCE OF THE TERMS**

By accessing or using our service, you acknowledge that you have read, understood and agree to comply with the Terms. If you do not agree with the Terms, please do not submit information to, access information from, or otherwise, utilise the service. If you are accessing the Service on behalf of a business or corporate entity (“Organization”), then you hereby represent and warrant that you have the authority to bind that Organization and your acceptance will be treated as acceptance by the Organization.

You understand and agree that this Term is entered into in consideration of your use of the Service and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged.

### **THE SERVICE**

Subject to the terms and conditions of this Agreement, ThirdFi will use commercially reasonable efforts to provide you with access to ThirdFi Services. You will use the ThirdFi Services in accordance with any Documentation provided to you by ThirdFi.

As a condition of your receipt of ThirdFi Services, you acknowledge and agree that ThirdFi:

- I. is not acting as a custodian of any digital or private wallet assets (e.g., crypto tokens),
- II. does not hold or store any digital wallets or keys in the API Key or any other software provided to you by ThirdFi, and
- III. that the ThirdFi Services are not intended to be used as a digital asset custody platform.

Basic access to the website and application is publicly accessible. However, to use certain features, you must complete the registration and identity verification process. You agree that the registration information you provide is accurate, complete and current. You further agree to promptly update that information to keep it accurate, complete and current. If you register on behalf of a business entity or other organization, you represent and warrant that you have the authority to provide the information required and to bind the organization to the Terms.

Some of our services, and certain pages of the ThirdFi website and application, are available only to users who have been authorized by us to access those services and web pages. Such authorization may require the completion of personal information verification as part of the KYC process.

You acknowledge and agree that ThirdFi, in its sole discretion, may suspend or discontinue your, and refuse any and all current and future, access to or use of your ThirdFi Account at any time without notice to you.

ThirdFi reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on the ThirdFi website and application and/or to suspend and/or deny access to any ThirdFi website and application for scheduled or unscheduled maintenance, upgrades, improvements or corrections. The information and materials on the ThirdFi website and application may contain typographical errors or inaccuracies. ThirdFi further reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of ThirdFi website and application at any time and for any reason. You agree that ThirdFi and its subsidiaries and affiliates will not be liable to you or to any third party for any such modification, suspension or discontinuance.

### **ACCOUNTS AND RESTRICTIONS**

To access the API, you must register for an account. When you register for an account, you may be required to provide us with information about yourself, such as your name, email address, or other contact or identifying information. You agree that the information you provide to us is accurate, complete, and not misleading and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account.

## **GRANT OF PERMISSION TO USE**

Subject to the terms and conditions of this Agreement, ThirdFi hereby grants to you a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free license to:

- I. internally use a reasonable number of copies of the API in accordance with the Documentation solely to develop and test implementations of the API with the Product;
- II. reproduce and internally modify the Sample Code solely as a component of the Product;
- III. reproduce the Redistributable Code solely as a component of the Product;
- IV. distribute the Sample Code and Redistributable Code only in object code format solely as a component of the Product; and
- V. access the API solely to make the Integrations available to Users through the ThirdFi

## **LIMITATION IN PERMISSION TO USE**

The permission to use granted to you in this Agreement does not include any right to, and you will not:

- I. modify the Documentation, change any of the interfaces described in the Documentation, or extend any interfaces except as described in the Documentation;
- II. remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded on or in any part of the API
- III. implement the API in any software other than the Product or to support any interfaces between computing devices or computing functions;
- IV. modify, translate, or create a derivative work of any portion of the API except for the limited right to modify the Sample Code as expressly
- V. sell, lease, loan, provide, distribute or otherwise transfer any portion of the API to any third party
- VI. use the API to create or develop any command set, application or other application programming interface or software (including the Integration) that can be used with any service or product;
- VII. interfere with the normal operation of the API;
- VIII. reverse engineer, disassemble, decompile, or otherwise attempt to gain access to the source code of the API except for the Sample Code and except to the extent permitted by applicable law
- IX. display or disclose any portion of the API to any person except to your employees and contractors who are required to use the API in order for you to develop the Product
- X. create or develop any application or other software (including the Integration) that exposes or discloses the API to Users or end-users;
- XI. disable or circumvent any security features of the API; or
- XII. cause or permit any third party to do any of the foregoing. Your API Key is provided solely for your benefit. You may not share or transfer your API Key to anyone else or allow anyone else to access the API using your API Key.

The Product must not directly or indirectly adversely affect, impede, or otherwise hinder or disrupt the functionality or performance of the API, including that it:

- I. does not adversely impact the stability of the API;
- II. does not adversely impact the operation of other applications using an API;
- III. correctly identifies itself to the API when requesting authorization; and
- IV. does not attempt to modify the API in any way.

You represent and warrant that the Product and any Integrations comply with applicable law and that you have all necessary licenses and registrations to build Integrations with third-party products.

The Product Terms must disclaim any liability to ThirdFi in connection with the use of Integrations in the Product.

Nothing in this Agreement authorizes you to subject any portion of the API or any ThirdFi intellectual property right in any portion of the API to the terms of any "open source" license, including a license that requires, as a condition of use, modification, or distribution of technology subject to such license, that such technology or other technology combined or distributed with such technology

- I. be disclosed or distributed in source code form;
- II. be licensed for the purpose of making derivative works; or
- III. be redistributable at no charge.

## **USE OF THE SITE**

You may access and use the Site and all Site Content only for lawful purposes. As an express condition of being permitted to access and use the Site, any Site Content and to post, upload or transmit Your Posts, you represent and warrant that you have the legal capacity (including, without limitation, being of sufficient age) to enter into contracts under the law of the jurisdiction in which you reside.

## **LINKED WEBSITES AND SERVICES**

The Site may contain links to and integrations with third-party websites and services, and you agree that ThirdFi provides links to and integrations with such websites and services solely as a convenience and has no responsibility for the content or availability of such websites or services and that ThirdFi does not endorse such websites or services (or any products or other services associated therewith). Access to any other internet site linked to the Site is at your own risk, and ThirdFi is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites. Your use of such websites and services will be subject to the terms applicable to each such website and service. You may not post a link that directs users to any content or information that would constitute a violation of these Terms of Use.

## **INDEMNIFICATION & NO WARRANTIES**

You agree to indemnify and hold ThirdFi and its affiliates, agents, officers, and employees from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees and expenses and any amount paid in settlement to a third party, made by or resulting from any third party (including any government agency or body) due to, in connection with or arising out of

- I. your use of the Website, application, API, Content, or your ThirdFi Account,
- II. any breach or alleged or claimed breach of the Terms or the materials it incorporates by reference, including the Privacy Policy,
- III. your violation of any law, regulation, order or other legal mandates, or the rights of a third party, or
- IV. any act or omission by your agent, representative or third-party service provider while using your ThirdFi Account, regardless of whether the specific use as expressly authorized by you.

ThirdFi disclaims all warranties duties and conditions, either express, implied or statutory with respect to the API services (including any warranties as to the reliability, accuracy or availability of ThirdFi services), beta services, and related intellectual property, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

You must not make any representation or any express or implied warranty to third parties (including to any Users) on behalf of ThirdFi.

## **LIMITATION OF LIABILITIES**

Neither ThirdFi nor its representative will be liable to you or any third party for any indirect, special, incidental, punitive, cover or consequential damages arising from or otherwise related to this agreement, You agree that ThirdFi will have no liability to you or any user for any losses, liabilities, damages, costs or expenses related to the integration.

## **NO SOLICITATION OR OFFERING; NO ADVICE**

Except as otherwise expressly noted, the Content and the Website and Application do not constitute an offer to buy or sell or a solicitation of an offer to buy or sell investments, loans, securities, partnership interests, commodities or any other financial instruments; the Content and the Website and Application also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.

The past performance of any investment, loan, security, partnership interest, commodity or financial instrument is not a guide to future performance. Without limiting anything in the terms, ThirdFi makes no warranties and bears no liability with respect to any fund, any investments, securities, partnership interests, loans or the performance thereof.

While ThirdFi may make certain informational Content available to its users, under no circumstances does ThirdFi provide legal, tax, investment, financial, estate-planning, accounting, or any other advice. ThirdFi may use automated systems in conjunction with: the receipt and handling of orders; the reporting of order acknowledgements, cancellations, and executions; the settlement of transactions; tax and cost basis reporting; and similar recordkeeping and reporting services. Nothing contained in ThirdFi's website, application or social media shall constitute a solicitation, recommendation, endorsement, or offer by ThirdFi or a third-party service provider to buy or sell any asset or other financial instrument. The Content and the views expressed in the Content do not necessarily reflect the views of ThirdFi as a whole, its directors, officers, employees, shareholders or any part or member thereof or of any third party.

## **MODIFICATION TO THE TERMS OF SERVICE**

ThirdFi reserves the right to make changes to the Terms at any time. You understand that you must review the Terms from time to time to see if modifications have been made. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on the Service. The revised Agreement will become effective at the time of posting. Any use of the Service after such date will constitute your acceptance of such revised Agreement. Notwithstanding the above, we will seek your consent to future modifications to the Terms to the extent we are required to do so by law.

## **PRIVACY POLICY**

ThirdFi values the privacy of individuals who use our website, application, API and related online services (collectively, our "Services"). The privacy policy explains how we collect, use, and share information from users of our Services ("Users", "you", and/or "your") to enable you through our suite of developer Application Programming Interfaces ("APIs") to integrate decentralized finance ("DeFi") protocols seamlessly into your applications or systems. By using our Services, you agree to the collection, use, disclosure, and procedures this Privacy Policy describes.

Our APIs help developers lend, borrow, stake, yield, withdraw, and exchange cryptocurrency tokens on supported DeFi protocols, but we do not receive private keys or any non-public personal information through our APIs to facilitate transactions. When developers use our APIs, they provide certain public data in order to facilitate the transaction, including the "DeFi" action (i.e. lend, stake, yield, exchange, etc.), public encryption keys for blockchain wallets, information about the protocol being used, the number of cryptocurrency tokens involved, the specific blockchain network, potential prior transaction receipts (a receipt of transaction confirmations), and the IP address of the server or device interacting with our APIs. We do not store this information for longer than is necessary to effectuate the transaction, secure our Services, or otherwise comply with the law.

Investments in ThirdFi products are speculative investments that involve high degrees of risk, including loss of invested funds. ThirdFi Products are not suitable for any investor that cannot afford the loss of the entire investment. Carefully consider each Product's investment objectives, risk factors, fees and expenses before investing. This and other information can be found in each Product's factsheet, which may be obtained from ThirdFi's website and application.

Notwithstanding the above, you are responsible for monitoring your use of the ThirdFi website and application and should promptly report any unauthorized or suspicious activity to us at [hello@thirdfi.org](mailto:hello@thirdfi.org)

***Effective date: March 1, 2023***