



ASTRABLOX Terms of Service

(August 2025)

These AstraBlox Terms of Service (hereinafter "ATOS") explain the terms and conditions by which you may access and use the AstraBlox Services provided by CPT Capital, LLC d/b/a AstraBlox (referred to herein jointly and severally as "CPT," "AstraBlox," "we," "our," or "us"). The AstraBlox Services shall include, but are not limited to, the AstraBlox Site, Platform, User Interface (UI), User Experience (UX), API, Offerings, Vaults, Smart Contracts, all associated software and programming, and all other works and material associated with AstraBlox (hereinafter collectively referred to as "AstraBlox Services") and may also include, without limitation, any Affiliate products and services as outlined in the CPT Unified End User License Agreement (<https://astrabit.io/legal/eula>) ("EULA"). You must read this ATOS carefully as it governs your use of the AstraBlox Services. By accessing or using any of the AstraBlox Services, you warrant that you have read, understand, and agree to be bound by the EULA and this ATOS in their entirety.

If you do not agree to the EULA and/or this ATOS, do not use or access the AstraBlox Services.

IMPORTANT NOTICES

Results May Vary. Past performance is not an indication of future performance. Price and liquidity of Digital Assets may fluctuate substantially. Projections, opinions, and valuations are based on data and assumptions that may not prove to be valid or accurate, and which are outside of AstraBlox's and your control.

Digital Assets are Risky. You may lose money investing in Digital Assets. Losses may be substantial and may occur over a short period of time. Digital Assets are subject to numerous risks. You should carefully review the **AstraBlox Customer Risk Disclosure Statement**, and we strongly recommend you consult with your licensed financial and tax advisers.

No Warranties or Guarantees. The AstraBlox Services are provided "as is" and "as available" without any warranties or guarantees of any kind, including any guarantees of performance or returns.

User Discretion. You may elect to receive information about AstraBlox's offerings. However, you retain sole and absolute discretion for all AstraBlox Services you elect to use, all decisions related to your AstraBlox Account, and Transactions made in your Linked Wallet or on any Digital Asset Exchanges.

No Investment Advice, Brokerage, or Custody. AstraBlox is a registered Broker-Dealer with the Securities and Exchange Commission ("SEC") and the Financial Industry Regulatory Authority. AstraBlox is not a Digital Asset Exchange, nor a registered investment adviser, custodian, or other fiduciary. AstraBlox does not provide financial, investment, business, Accounting, tax, legal, or other advice, and you should not rely on it as such.

Arbitration. Any disputes between you and AstraBlox are subject to resolution by binding arbitration, and you waive your right to participate in a class action lawsuit or class-wide arbitration.

These notices are intended to highlight risks and terms, and do not set forth everything a User needs to know about AstraBlox or investing in Digital Assets. Additional information about these and other important matters, as well as AstraBlox terms, is set forth in more detail below.



IMPORTANT: This ATOS is incorporated into and made a part of the EULA. Capitalized terms used herein, and not otherwise defined herein, are used as defined in the EULA. In the event of any ambiguity or inconsistency between the terms in the body of this ATOS and the EULA, the terms of this ATOS shall control for AstraBlox Services only. For the avoidance of doubt, in the event of any ambiguity or inconsistency between the terms in the body of this ATOS and the EULA for all NON-AstraBlox Services, then the terms of the EULA shall control.

Additional Definitions

- A. **“Affiliate”** means an entity that controls, is controlled by, or is under common control with AstraBlox, whether the control results from equity ownership, contract, overlapping management, or otherwise.
- B. **“Applicable Regulation”** means all US Laws and regulations including, but not limited to, Genius Act 2025, the Securities Act of 1933, Securities Exchange Act of 1934, 17 CFR § 230.500 Regulation D, 17 CFR § 230.903 and 17 CFR § 230.144A, as well as the Bank Secrecy Act, Anti-Money Laundering Act 2020, and all U.S Commodities Laws and Regulations, etc..
- C. **“Content”** refers to all text, images, photographs, graphics, logos, illustrations, descriptions, data, tools, features, apps, pages, and other materials provided on the Site, as well as the selection, assembly, arrangement, “look and feel,” and design of our Site.
- D. **“FINRA”** refers to the Financial Industry Regulatory Authority.
- E. **“We,” “us,” and “our”** refer to AstraBlox and its Affiliates
- F. **“Underlying”** means any underlying real asset, financial asset or security that forms the basis for a financial derivative, including, but not limited to; (i) a financial instrument (i.e. stock, futures, commodity, currency, index), (ii) currency or currency pair, (iii) Digital Asset, (iv) commodity asset, etc. on which a derivative’s price is based. The value of a derivative generally depends on the price movements of its underlying asset.

1. AstraBlox Services

AstraBlox provides a web or mobile-based means of access to decentralized protocols on various public blockchains, including but not limited to Ethereum, that allows users to trade certain compatible digital assets.

AstraBlox has self-executing smart contracts (“Smart Contracts”) that are deployed on various public blockchains. AstraBlox does not control or operate any blockchain network. By using the AstraBlox Services, you understand that you may be buying Digital Assets from us and that we may operate any liquidity pools or control trade execution via the use of AstraBlox Smart Contracts. As a general matter, AstraBlox is not a liquidity provider, and any liquidity providers are independent third parties. AstraBlox has been deployed on several blockchain networks. Deployments on networks may make use of cross-chain bridges, which allow assets native to one blockchain to be transferred to another blockchain. Please note that Digital Assets that have been “bridged” or “wrapped” to operate on other blockchain networks (including to blockchains compatible with the Ethereum Virtual Machine that are designed to ensure the Ethereum blockchain can effectively process more transactions or other blockchains that are frequently referred to as “Layer 2” solutions) are distinct from the original Ethereum mainnet assets.

To access the AstraBlox Services, you must use a Linked Wallet, which allows you to interact with public blockchains. Your relationship with that Linked Wallet provider is governed by the applicable terms of service (with respect to any MPC Wallet, this ATOS, and with respect to any Linked Wallet, the applicable terms of service of such Linked Wallet). **WE DO NOT HAVE CUSTODY OR CONTROL OVER THE CONTENTS OF YOUR LINKED WALLET AND HAVE NO ABILITY TO RETRIEVE OR TRANSFER ITS CONTENTS.** By connecting your Linked



Wallet to AstraBlox, you agree to be bound by This ATOS, the EULA and all of the terms incorporated herein by reference.

1.1. PRIVATE PLACEMENTS

A Private Placement ("Private Placement") is a sale of Digital Assets Securities ("DAS") or other Tokens to pre-selected investors and institutions rather than on a public exchange. It is an alternative to an initial coin offering ("ICO") or initial public offering ("IPO"). The process is sometimes referred to as a Securities Act Section 4(a)(2) and/or Securities Act Regulation D private placement. Private Placements provide a means and process that enables an Issuer to avoid a public registration of their DASs. The Securities Act Section 4(a)(2) and Regulation D exemptions, among others, permit Issuers and buyers of their DASs to conduct such transactions without the Issuer first filing for registration with the Securities Exchange Commission ("SEC") or other such regulatory body. To qualify to invest in any AstraBlox Private Placements, you must be verified as:

- A. A 501 Accredited Investor in accordance with 17 CFR § 230.501 ("Accredited Investor"), or
- B. A non-US person, as that term is defined in 17 CFR § 230.902 ("Non-US Person"), or
- C. Qualified Purchaser in accordance with 15 USC § 80a-2(a)(51) ("QP"), or
- D. Qualified Institutional Buyer, as that term is defined in 17 CFR § 230.144A ("QIB"), or
- E. Other such qualified individual as determined by AstraBlox in AstraBlox's sole and absolute discretion and in accordance with all US Securities Laws and regulations ("Qualified Individual").

Items 1.1 A through E may be referenced both severally and collectively as "**Qualified Investor.**"

- F. You agree to provide all such information and supporting documentation as required by AstraBlox to verify your Qualified Investor status, and you warrant to AstraBlox that you have the requisite financial knowledge, experience, and acumen to engage in a Private Placement.
- G. CPT supports real-world asset tokenization ("RWAT") as a service to issuers conducting exempt private offerings under Regulation D or Regulation S, as well as the staking of tokenized securities (issued under Reg D for U.S. investors and Reg S for international investors) within Smart Contract-controlled Staking Vaults. These Vaults enable Qualified Investors to stake eligible tokens in exchange for rewards, potentially including yield derived from liquidity provision, trading fees, or portfolio performance, for example, vault token appreciation or yield farming.
- H. ASTRABLOX NEITHER ORIGINATES NOR ACTS AS AN UNDERWRITER NOR SPONSORS RWAT-BACKED SECURITIES; HOWEVER, ASTRABLOX PROVIDES TECHNICAL INFRASTRUCTURE AND TRANSACTION SUPPORT THROUGH THE SITE AND SMART CONTRACT INTEGRATIONS.
- I. AstraBlox may facilitate transactions for purchases and sales of certain blockchain based tokens that are a digital representation of fractionalized ownership in an Underlying (each a "Token"). Subject to certain limitations as set forth in this ATOS, and any applicable third-party offering materials ("Offering Materials"), certain Users may be permitted to purchase Tokens through AstraBlox or such other means as designated by the applicable issuer of such Tokens.
- J. When you access the AstraBlox Services as an issuer, you must link your own Linked Wallet. Through your Linked Wallet, you maintain control over your Tokens and/or funds and you will be able to sell, store and engage in transactions involving the Tokens in accordance with Applicable Regulation. You may elect to receive or transfer Tokens into your Linked Wallet, subject to such functionality being made available through the AstraBlox Services. By using Linked Wallets in connection with those



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certain AstraBlox Services, you agree that you are using such Linked Wallets under the terms and conditions of the applicable Linked Wallet provider.

- K. Linked Wallets are not operated by, maintained by, or affiliated with CPT, and CPT does not have custody over the contents of your Linked Wallet.
- L. At NO TIME does CPT or any Affiliate have the ability to retrieve or transfer and/or withdraw any contents of your Linked Wallet. CPT accepts no responsibility for, or liability to you, in connection with your use of a Linked Wallet and we make no representations or warranties regarding how the AstraBlox Services will operate with any specific Linked Wallet.
- M. You as the Issuer are solely responsible for keeping your Linked Wallet secure and you should never share your Linked Wallet credentials with anyone. If you discover an issue related to your Linked Wallet, please contact your Linked Wallet provider. The private keys necessary to decrypt a Linked Wallet are held solely by you, and not by AstraBlox. The Company has no ability to help you access or recover your private keys for your Linked Wallet.
- N. When you access portions of the AstraBlox Services **as a Qualified Investor**, you will automatically create a multi-party computation wallet (an “MPC Wallet”) that is directly integrated with AstraBlox. Through your MPC Wallet, you will be able to purchase, store and engage in transactions involving the Tokens. AstraBlox accepts no responsibility for, or liability to you, in connection with your use of an MPC Wallet and make no representations or warranties regarding how the AstraBlox Services will operate with any specific MPC Wallet. If you discover an issue related to your MPC Wallet, please contact support@astrabit.io

1.2. Special Purpose Vehicle

A special purpose vehicle or trust entity (collectively “SPV”) may own the underlying asset (“Underlying”). CPT does not own the Underlying. A CPT-controlled Smart Contract, authorized by CPT, mints the token for the Underlying thereby creating a tokenized asset (“Token”). Third-party appraisers, supervised by CPT, along with net asset valuation calculations enforced via smart contract, may support the determination of the Underlying and/or token value. Fractionalization at the token level of the SPV representing the underlying asset is supported.

1.3. Asset Valuation and Ownership

CPT DOES NOT DIRECTLY OWN THE UNDERLYING. OWNERSHIP OF THE UNDERLYING IS HELD BY AN SPV OR OTHER ASSET MANAGER THAT ORIGINATES THE OFFERING, AND IS ESTABLISHED FOR THE PURPOSE OF ISOLATING THE LEGAL TITLE AND CUSTODIAL RESPONSIBILITY FOR THAT SPECIFIC ASSET CLASS.

CPT may ensure a fair and reasonable valuation process, but the valuation itself is performed by a qualified third-party appraiser (“Qualified Appraiser”) based on the asset class. CPT selects any Qualified Appraisers in our sole and absolute discretion. The Issuer shall provide Qualified Investors with a Private Placement Memorandum and/or other offering documentation, which shall disclose the valuation. Valuations may be based on third-party appraisals, net asset value (NAV), external market quotes, or issuer-prepared financial statements, etc., depending on the asset type.



IMPORTANT: CPT MAY, IN ITS SOLE DISCRETION, REVIEW ANY ISSUER OFFERING DOCUMENTS AND/OR VALUATION METHODOLOGY DURING A DUE DILIGENCE PERIOD (“DUE DILIGENCE”). **CPT DOES NOT PREPARE OFFERING DOCUMENTS NOR DOES CPT CONDUCT INDEPENDENT VALUATIONS OR RECOMMENDATIONS. CPT ONLY TOKENIZES THE OFFERING AND DISTRIBUTES TOKENS ON A BEST EFFORTS BASIS IN ACCORDANCE WITH ALL APPLICABLE REGULATION.**

1.4. Minting and Fractionalization

The minting of Tokens is carried out by a CPT-controlled Smart Contract (“Minting”), following the Issuer's instructions. All offering conditions, including but not limited to subscription & valuation processes, accreditation confirmations, Issuer and Qualified Investor verifications, and compliance checks, etc., as defined by CPT in CPT’s absolute discretion, must have been satisfied before Minting. CPT publishes and manages Minting to ensure compliance with transfer restrictions and recordkeeping responsibilities in accordance with **Applicable Regulation**. No Tokens are minted without verified issuer authorization, and all Minting is governed, approved, and supervised by CPT in CPT’s absolute discretion.

CPT may provide fractional ownership of tokenized real-world assets. Tokenization enables the disaggregation of ownership interests, especially in traditionally illiquid assets. Fractionalization happens at the Token level, with each token representing either:

- a. A pro-rata ownership interest in the SPV, or
- b. A claim on a share of returns/yield/appreciation from the asset (depending on the structure).

1.5. Fractionalization Process

- A. SPV is created to hold the asset.
- B. The issuer creates a single class of equity or debt interest (e.g., SPV shares).
- C. CPT tokenizes the interest within the established SPV via AstraBlox Smart Contract infrastructure, defining the total number of tokens (e.g., 100,000 units).
- D. Tokens are issued to Qualified Investors depending on the offering structure, with each token representing a proportional ownership share and may be encoded with transfer restrictions using ERC-1404 or ERC-3643.
- E. Smart Contracts track fractional ownership and enforce cap table logic.
- F. Tokens are recorded in the Qualified Investor’s wallet with on-chain attestations maintained via CPT’s registry.
- G. Investors can stake, hold, or potentially trade these tokens within controlled venues and in accordance with all US Securities and Commodities laws and regulations.

1.6. Staking

CPT is a registered broker-dealer and is the AstraBlox system administrator. CPT will permit Qualified Investors to stake Tokens into on-chain Vaults managed by CPT (“Stake” or “Staking”). These Vaults are governed by Smart Contracts and integrate with third-party institutional custody providers (e.g., FireBlocks) to ensure that staked assets remain segregated, fully reserved, and auditable. Qualified Investors are provided with detailed terms and disclosures before initiating any Staking transaction.

1.7. Lock-Up Periods

- 1.7.1. For Tokens issued in accordance with Regulation D, CPT may impose mandatory lock-up periods in accordance with Applicable Regulation. These restrictions are encoded into



the Smart Contracts through token standards such as ERC-1404 or ERC-1400, ensuring that Tokens cannot be transferred or resold during the restricted period.

- 1.7.2. For Tokens issued in accordance with Regulation S, CPT may impose transfer restrictions that prohibit resale into the U.S. market for one year, unless the transaction is conducted under an applicable exemption. CPT enforces these restrictions through a jurisdictional compliance engine tied to the investor's wallet address and identity verification data.

1.8. Prohibition on Hypothecation and Rehypothection

CPT prohibits any hypothecation and/or rehypothection of Tokens. Staking contracts are non-custodial, and CPT does not commingle, lend, or leverage your assets. Smart Contracts are coded to prevent the reuse or redistribution of any Staked Token. Tokens staked in AstraBlox vaults remain under the beneficial ownership of the user at all times, with complete segregation and audit traceability ensured via on-chain record-keeping.

- A. CPT Staking contracts are non-custodial and maintain segregated beneficial ownership.
- B. CPT does not lend, leverage, or re-use Staked securities under any circumstances.
- C. Staking vault Smart Contracts are audited to prohibit Token reuse or internal pooling.
- D. All user assets are mapped directly to on-chain identifiers and monitored by integrated third-party custody providers (e.g., FireBlocks).

1.9. Prohibition on Synthetic Share Creation

CPT does not create, nor does it permit you or any User to create, or issue synthetic shares, derivatives, or other assets derived from Staking activity, and you expressly agree you will NOT attempt to take any such action or create any such product, including but not limited to:

- A. Wrapped tokens, mirror assets, or synthetic derivatives;
- B. Staking activity is done with the original, fully backed security token.
- C. Collateralization of the staked assets;
- D. Etc.

Any CPT Staking mechanism does not generate a synthetic or leveraged equivalent of the underlying security. CPT expressly intends that NO derivative exposure, swap structure, or proxy token shall be introduced, and you unconditionally agree that all Staking shall be executed using the original, fully-backed security token ("Original Issue Token"). CPT discloses that ALL Vault accounting reflects only real, Underlying positions.

Furthermore, you expressly agree that you shall not reclassify or attempt to reclassify Staking activity under swap or security-based swap regulation, nor in any way breach, violate, nor attempt to breach or violate the EULA, this ATOS, or CPT's non-clearing, non-margin model.

1.10. Control of the Staking Platform

AstraBlox shall administer the Staking platform in its capacity as a registered Broker-Dealer. AstraBlox ensures that Staking occurs only within the boundaries of Applicable Regulation as well as in accordance with this ATOS.



AstraBlox provides the technical architecture, Site, Vault configurations, and protocol-level enforcement, in its sole and absolute discretion. AstraBlox does not perform custody functions, nor do we engage in market making, lending, or trading of your assets in connection with Staking.

AstraBlox Staking vaults are governed by Smart Contracts deployed and maintained by AstraBlox and configured based on parameters set by AstraBlox. AstraBlox may elect to control the vault codebase and interface integration with an Affiliate or independent third-party providers (e.g., FireBlocks), but AstraBlox shall at all times retain:

- A. Discretion over which securities may be Staked.
- B. Approval rights for reward mechanics and Vault terms.
- C. Oversight of security audit logs and Staking transaction activity

Furthermore, Vaults may be subject to internal and third-party audits, and any assets within these vaults are maintained with institutional custody or compliant Multi-Party Computation ("MPC") wallet structures to ensure secure and segregated custody. AstraBlox discloses to you:

- A. Vault contracts enforce reward mechanics, lock-up logic, and whitelist controls.
- B. AstraBlox configures vaults to comply with all Applicable Regulation on a per-asset basis.
- C. Vault custody integrates with third-party access controls, including but not limited to FireBlocks MPC, etc..
- D. The Qualified Investor shall initiate any and all transactions in accordance with the MPC and/or Linked Wallet. AstraBlox maintains verification privileges, audit logs, and transaction verification workflows in accordance with all Applicable Regulation at all times.
- E. Vault performance and custody segregation are audited both by AstraBlox and externally by independent third parties chosen by AstraBlox in our sole discretion.

2. Smart Contract Governance and Control – AstraBlox Tokenization Framework

CPT utilizes Smart Contracts as a core element of its digital asset tokenization infrastructure, deployed via the AstraBlox platform. These Smart Contracts are designed to ensure the secure, transparent, and compliant issuance, transfer, and management of tokenized securities offered under Applicable Regulation.

IMPORTANT: THE USE OF SMART CONTRACTS SUPPORTS AUTOMATION, REDUCES OPERATIONAL RISK, AND ENFORCES REGULATORY REQUIREMENTS THROUGH THE APPLICATION OF PROGRAMMABLE LOGIC.

2.2. AstraBlox Use of Smart Contracts

AstraBlox uses Smart Contracts throughout the Token lifecycle and transaction process. Smart Contracts enforce transfer restrictions, lock-up periods, jurisdictional segregation, and whitelist-only eligibility, specifically for Tokenized securities issued under Applicable Regulation created using standardized compliance-enabled token contracts (e.g., ERC-1404, ERC-1400, ERC-4626).

2.2.1. Vault Operations and Asset Management

AstraBlox discloses to you that Smart Contracts manage Staking Vaults, Net Asset Value (NAV) calculations, rebalance logic, and fee distribution, among other functions. Vault Smart Contracts are designed to reflect economic rights tied to specific real-world assets or fund structures, without enabling synthetic replication or rehypothecation.



2.2.2. Transaction Execution and Investor Controls

You understand and agree that your transactions, including Token acquisition, Staking, and redemption, are processed via Smart Contracts, and Smart Contract logic prevents unauthorized transfers, such as secondary market activity during restricted periods. Furthermore, AstraBlox and the Smart Contracts only permit whitelisted Linked Wallets to interact with regulated Tokens.

For approved Token classes, Smart Contracts may facilitate controlled liquidity access through CPT-integrated decentralized exchanges. These interactions are restricted to pre-approved, compliant participants using whitelist-gated auto-market maker (“AMM”) pools.

2.2.3. Compliance Integration

Smart Contracts include compliance “hooks” that may reference CPT-controlled registries and external verification systems (e.g., Onfido/SumSub) or other such qualified third-party KYC provider for KYC, jurisdictional mapping databases as used by CPT in CPT’s sole discretion (hereinafter “CPT Service Providers”).

You acknowledge and agree that the CPT Service Providers may help us enforce eligibility based on your accreditation, domicile, and exemption status.

3. Access through Third-Party Partners

We may make certain AstraBlox Services, including but not limited to access to our APIs, liquidity services, and data, etc., accessible or usable through interfaces, products, or services provided by certain third-party partners, such as exchanges and trading platforms (each a “Third-Party Partner”). You agree that your use of the AstraBlox Services through an interface, product, or service provided by one of our Third-Party Partners is nonetheless still subject to the terms and conditions of the EULA and this ATOS.

4. Support Chatbot

As part of our support experience, AstraBlox may make available a support chatbot that is powered by AI technologies (“Support Chatbot”) to assist with general questions, educational information, and navigation support related to the AstraBlox Services. You understand and acknowledge that the Support Chatbot is an automated system and may generate responses that are inaccurate, incomplete, or outdated. The Support Chatbot does not provide legal, financial, investment, or tax advice. The Support Chatbot is provided for your convenience, and you agree not to rely on any output from the Support Chatbot as a substitute for professional advice or your own independent judgment.

The Support Chatbot is provided to improve user experience and streamline support. By using the Support Chatbot, you consent to the processing of your queries and interactions for the purposes of providing support and improving our services. Do not submit confidential, personal, or sensitive information through the Support Chatbot. We do not guarantee the accuracy, legality, or applicability of any responses or content made available by the Support Chatbot. AstraBlox may retain conversation transcripts for quality assurance and product development in accordance with our Privacy Policy.



5. Other Services

We may, from time to time in the future, offer additional products or services, and such additional products or services shall be considered an AstraBlox Service as used herein, regardless of whether such product or service is specifically defined in this ATOS.

5.1. Third-Party Utilities and Content

AstraBlox Services may include integrations, links, or other access to third-party services, CPT Service Providers, Third-Party Partners, sites, technology, APIs, content, and resources (hereinafter collectively and severally referred to as “Third-Party Utility”). Your access and use of any Third-Party Utility may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use a Third-Party Utility on the websites or via the technology platforms of their respective providers. You agree to comply with all terms, conditions, and policies applicable to any Third-Party Utility integrated with or made available through the AstraBlox Services. You acknowledge that any such Third-Party Utility is owned by its respective licensors and you further agree not to take any action that would violate the applicable licensor’s ownership or intellectual property rights in the Third-Party Utility.

You will be solely responsible for any and all costs and charges associated with your use of any Third-Party Utility, and you further agree to fully and unconditionally indemnify AstraBlox or any Affiliate of AstraBlox against any costs associated with your use of any Third-Party Utility. AstraBlox may enable a Third-Party Utility merely as a convenience, and the integration or inclusion of a Third-Party Utility does not imply an endorsement or recommendation. Any dealings you have with third parties while using AstraBlox Services are between you and the third party. You agree AstraBlox is not responsible or liable, directly or indirectly, for any actual or consequential damages or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Utility.

Some Third-Party Utilities may provide AstraBlox with access to certain information that you have provided to third parties, including through such Third-Party Utilities, and we will use, store, and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating a Third-Party Utility and our use, storage, and disclosure of information related to you and your use of such Third-Party Utilities within the AstraBlox Services, please see our Privacy Policy.

AstraBlox has no control over and is not responsible for such Third-Party Utilities, including for the accuracy, availability, reliability, or completeness of information shared by or available through any Third-Party Utility, or on the privacy practices of Third-Party Utilities. If you have any questions regarding how the third party may process your personal information, we direct you to review the privacy policies of the third parties providing Third-Party Utility prior to using such services.

6. Modifications of the EULA, this ATOS, or the AstraBlox Services

6.1. Modifications of the EULA and/or this ATOS

We reserve the right, in our sole discretion, to modify the EULA and/or this ATOS from time to time.



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If we make any material modifications, we will notify you by maintaining a current version of the EULA and ATOS at <https://astrabit.io/legal/eula>. All modifications will be effective when they are posted, and your continued accessing or use of any of the AstraBlox Services will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to the EULA and/or ATOS, you must immediately stop accessing and using all of AstraBlox Services.

6.2. Modifications of the AstraBlox Services

We reserve the following rights in our sole and absolute discretion, and which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate, or add to any of the AstraBlox Services; (b) to review, modify, filter, disable, delete, and remove any and all content and information from any of the AstraBlox Services.

7. AstraBlox Intellectual Property Rights

7.1. AstraBlox IP Rights Generally

We own all intellectual property and other rights in each of the AstraBlox Services and their respective contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, designs, and its “look and feel.” This intellectual property is available under the terms of our copyright licenses and our Trademark Guidelines. Subject to the terms of the EULA and this ATOS, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the AstraBlox Services solely in accordance with the EULA and this ATOS. You agree that you will not use, modify, distribute, tamper with, reverse engineer, disassemble, or decompile any of the AstraBlox Services for any purpose other than as expressly permitted pursuant to the EULA and this ATOS. Except as set forth in the EULA and this ATOS, we grant you no rights to any of the AstraBlox Services, including any intellectual property rights.

- 7.1.1. By using any of the AstraBlox Services, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you post on or through any of the AstraBlox Services for our current and future business purposes, including to provide, promote, and improve the services. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control, to use, copy, modify, create derivative works based upon any suggestions or feedback for any purpose.
- 7.1.2. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power, and/or authority necessary to grant the rights granted herein for any material that you list, post, promote, or display on or through any of the AstraBlox Services. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above, and that the content does not violate any laws.



7.2. DMCA Complaints

AstraBlox will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement by any content made available through the AstraBlox Services. A notification of alleged copyright or trademark infringement should be submitted to the AstraBlox Compliance Department via email to compliance@astrabit.io (“DMCA Notice”).

You must include all requisite information in your DMCA Notice. Your DMCA Notice must include:

- A. The physical or electronic signature of the intellectual property owner or an authorized agent;
- B. Identification of the work claimed to have been infringed, or a representative list of such works if multiple works are on a single site;
- C. Identification of the infringing material or activity, or a reference or link to such material, along with information reasonably sufficient to locate the material;
- D. Contact information for the intellectual property owner or authorized agent;
- E. A statement that the person sending the notice has a good faith belief that the use of the material is not authorized by the intellectual property owner, its agent, or the law; and
- F. A statement that the information in the notice is accurate, and under penalty of perjury, that the person sending the notice is authorized to act on behalf of the copyright owner.

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the intellectual property owner, the owner's agent, or pursuant to the law, to upload and use the removed content, you may submit a written counter-notice to us.

7.3. Third-Party Resources and Promotions

Our Services may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services that we do not own or control. In addition, third parties may offer promotions related to your access and use of the AstraBlox Services. Unless expressly approved in writing by AstraBlox, AstraBlox does not approve, monitor, endorse, warrant, or assume any responsibility for any such resources or promotions (“Unapproved Publication”). If you access any such resources or participate in any such Unapproved Publication, you do so at your own risk, and you understand that the EULA and this ATOS do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or Unapproved Publication.

7.4. Additional Rights

We reserve the right to cooperate with any law enforcement, court, regulatory or other government investigation or order, or third party requesting or directing that we disclose information or content or information that you provide.

7.5. Your Responsibilities: Prohibited Activity

In addition to all prohibited conduct stipulated in the EULA, you further 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 Site or AstraBlox Services:

- A. **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.
- B. **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.
- C. **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.
- D. **Market Manipulation.** Activity that violates any applicable law, rule, or regulation, including the Applicable Regulation, and 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, etc..
- E. **Securities and Derivatives Violations.** Activity that violates any applicable law, rule, or regulation, including the Applicable 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.
- F. **Sale of Stolen Property.** Buying, selling, or transferring of stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
- G. **Data Mining or Scraping.** Activity that involves data mining, robots, scraping, or similar data gathering or extraction methods of content or information from any of our Services.
- H. **Objectionable Content.** Activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable.
- I. **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.
- J. **Any other conduct that violates the EULA and/or this ATOS.**

8. Trading

In addition to all services as outlined in the EULA (“Affiliate Services”), you further agree and understand that: (a) all trades you submit through any of the AstraBlox Services or any other service offered by CPT or a CPT Affiliate, 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, including those you place via AstraBit’s automated trading software; and (c) CPT does NOT conduct a suitability review of any trades you submit.

9. Non-Custodial and No Fiduciary Duties

Each of the AstraBlox Services is a purely non-custodial application, meaning we do not ever have custody, possession, or control of your Digital Assets at any time. AstraBlox does maintain verification privileges, audit logs, and transaction verification workflows in accordance with all Applicable Regulation and AML policies



and procedures and may deny any transaction that AstraBlox determines may constitute Suspicious Activity or may potentially violate any Applicable Regulation, etc.

- 9.1. You are solely responsible for the custody of the cryptographic private keys to the Linked Wallets you hold, and you should never share your Linked Wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a Linked Wallet and make no representations or warranties regarding how any of the AstraBlox Services will operate with any specific Linked Wallet. Likewise, you are solely responsible for any associated wallet, and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised. For the avoidance of doubt, any references herein to a “wallet” shall include but not be limited to the FireBlocks MPC Wallet, and/or a User’s Linked Wallet, if any.

The EULA and this ATOS are not intended to, and do not, create or impose any fiduciary duties on AstraBlox. 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 the EULA and/or this ATOS.

10. **Compliance and Tax Obligations**

One or more of the AstraBlox Services may not be available or appropriate for use in your jurisdiction. By accessing or using any of the AstraBlox Services, 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 AstraBlox Services 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.

11. **Gas Fees**

Blockchain transactions require the payment of transaction fees to the appropriate network (“Gas Fees”). Except as otherwise expressly set forth in the terms of another offer by AstraBlox, you will be solely responsible for paying the Gas Fees for any transaction that you initiate via any of the AstraBlox Services.

12. **Release of Claims**

You expressly agree that you assume all risks in connection with your access and use of any of the AstraBlox Services. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of any of the AstraBlox Services. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

13. **DISCLAIMERS**



ASSUMPTION OF RISK -- GENERALLY

YOU ACKNOWLEDGE RECEIPT OF THE ASTRABLOX CUSTOMER RISK DISCLOSURE STATEMENT AND YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD ITS CONTENTS.

- 13.1.1. BY ACCESSING AND USING ANY OF THE ASTRABLOX SERVICES OR ANY THIRD-PARTY UTILITY, 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 ETHER (ETH), STABLECOINS, REAL-WORLD ASSET TOKENS, AND OTHER DIGITAL TOKENS SUCH AS THOSE FOLLOWING THE ETHEREUM TOKEN STANDARD (ERC-20).
- 13.1.2. 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.
- 13.1.3. FURTHER, YOU UNDERSTAND THAT SMART CONTRACT TRANSACTIONS AUTOMATICALLY EXECUTE AND SETTLE, AND THAT BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE WHEN CONFIRMED.
- 13.1.4. 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 VOLATILITY AND HIGHER COSTS.
- 13.1.5. IF YOU ACT AS A LIQUIDITY PROVIDER TO ASTRABLOX THROUGH THE SITE, YOU UNDERSTAND THAT YOUR DIGITAL ASSETS MAY LOSE SOME OR ALL OF THEIR VALUE WHILE THEY ARE SUPPLIED TO ASTRABLOX THROUGH THE SITE DUE TO THE FLUCTUATION OF PRICES OF TOKENS IN A TRADING PAIR OR LIQUIDITY POOL.
- 13.1.6. FINALLY, YOU UNDERSTAND THAT WE DO NOT CREATE, OWN, OR OPERATE CROSS-CHAIN BRIDGES AND WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SAFETY OR SOUNDNESS OF ANY CROSS-CHAIN BRIDGE.

IN SUMMARY, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY OF THESE VARIABLES OR RISKS AND CANNOT BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU EXPERIENCE WHILE ACCESSING OR USING ANY OF THE ASTRABLOX SERVICES. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE SITE AND THE ASTRABLOX SERVICES.



13.2. NO WARRANTIES

THE ASTRABLOX SERVICES AND ANY THIRD-PARTY UTILITIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND ANY PROVIDERS OF THIRD-PARTY UTILITIES DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF EACH OF THE ASTRABLOX SERVICES IS **AT YOUR OWN RISK**. WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO ANY OF THE ASTRABLOX SERVICES OR ANY THIRD-PARTY UTILITIES WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR SECURE; THAT THE INFORMATION CONTAINED IN ANY OF THE ASTRABLOX SERVICES WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT; OR THAT ANY OF THE ASTRABLOX SERVICES OR ANY THIRD-PARTY UTILITY WILL BE FREE FROM ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL ELEMENTS. NO ADVICE, INFORMATION, OR STATEMENT THAT WE MAKE SHOULD BE TREATED AS CREATING ANY WARRANTY CONCERNING ANY OF THE ASTRABLOX SERVICES OR ANY THIRD-PARTY UTILITY. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY UNAPPROVED PUBLICATION, ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF OUR PRODUCTS OR ANY THIRD-PARTY UTILITY.

13.3. SIMILARLY, ALL ASTRABLOX SMART CONTRACTS AND/OR VAULTS ARE PROVIDED “AS IS,” AT YOUR OWN RISK, AND WITHOUT WARRANTIES OF ANY KIND. ALTHOUGH WE MAY HAVE CONTRIBUTED TO THE INITIAL CODE FOR THE SMART CONTRACTS AND/OR VAULTS, WE DO NOT PROVIDE, OWN, OR CONTROL SMART CONTRACTS AND/OR VAULTS, WHICH ARE RUN AUTONOMOUSLY WITHOUT ANY HEADCOUNT BY SMART CONTRACTS DEPLOYED ON VARIOUS BLOCKCHAINS. UPGRADES AND MODIFICATIONS TO THE SMART CONTRACTS AND/OR VAULTS MAY BE GENERALLY MANAGED BY ASTRABLOX. NO DEVELOPER OR ENTITY INVOLVED IN CREATING THE SMART CONTRACTS AND/OR VAULTS WILL BE LIABLE FOR ANY CLAIMS OR DAMAGES WHATSOEVER ASSOCIATED WITH YOUR USE, INABILITY TO USE, OR YOUR INTERACTION WITH OTHER USERS OF, THE SMART CONTRACTS AND/OR VAULTS, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, CRYPTOCURRENCIES, TOKENS, OR ANYTHING ELSE OF VALUE. CPT DOES NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY UNAPPROVED PUBLICATION, ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF THE ASTRABLOX SERVICES, SMART CONTRACTS, AND/OR VAULTS.

13.4. ANY PAYMENTS OR FINANCIAL TRANSACTIONS THAT YOU ENGAGE IN WILL BE PROCESSED VIA AUTOMATED SMART CONTRACTS. ONCE EXECUTED, WE HAVE NO CONTROL OVER THESE PAYMENTS OR TRANSACTIONS, NOR DO WE HAVE THE ABILITY TO REVERSE ANY PAYMENTS OR TRANSACTIONS.

14. NO INVESTMENT ADVICE

WE MAY PROVIDE INFORMATION ABOUT TOKENS IN THE ASTRABLOX SERVICES SOURCED FROM THIRD-PARTY DATA PARTNERS. WE MAY ALSO PROVIDE WARNING LABELS FOR CERTAIN TOKENS. THE PROVISION OF INFORMATIONAL MATERIALS DOES NOT MAKE TRADES IN THOSE TOKENS SOLICITED OR RECOMMENDED IN ANY WAY; ASTRABLOX IS NOT ATTEMPTING TO INDUCE YOU TO MAKE ANY PURCHASE AS A RESULT OF INFORMATION PROVIDED. **ANY INFORMATION PROVIDED THROUGH ANY OF THE ASTRABLOX SERVICES IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS INVESTMENT ADVICE OR A RECOMMENDATION THAT A PARTICULAR TOKEN OR INVESTMENT IS A SUITABLE**



INVESTMENT. YOU SHOULD NOT TAKE, OR REFRAIN FROM TAKING, ANY ACTION BASED ON ANY INFORMATION CONTAINED IN ANY OF THE ASTRABLOX SERVICES. BY PROVIDING TOKEN INFORMATION FOR YOUR CONVENIENCE, WE DO NOT MAKE ANY INVESTMENT RECOMMENDATIONS TO YOU OR OPINE ON THE MERITS OF ANY TRANSACTION OR OPPORTUNITY. **YOU ALONE ARE RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY, OR RELATED TRANSACTION IS APPROPRIATE FOR YOU BASED ON YOUR PERSONAL INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, AND RISK TOLERANCE.**

15. **Indemnification**

You agree to hold harmless, release, defend, and indemnify AstraBlox, our Affiliates and our and our affiliates' respective officers, directors, employees, contractors, agents, service providers, licensors, and representatives (collectively, the "AstraBlox Parties") from and against all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or relating to: (a) your access and use of any of the AstraBlox Services or any Third-Party Utility; (b) your violation of any term or condition of the EULA and/or this ATOS, the right of any third party, or any other applicable law, rule, or regulation, including the Applicable Regulation; (c) any other party's access and use of any of the AstraBlox Services or any Third-Party Utility with your assistance or using any device or account that you own or control; and (d) any dispute between you and (i) any other user of any of the AstraBlox Services or any Third-Party Utility or (ii) any of your own customers or users. We will provide you with notice of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting our defense of such matter. You may not settle or compromise any claim against any AstraBlox Party without our express written consent.

16. **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL WE, ANY ASTRABLOX PARTIES, OR ANY THIRD-PARTY UTILITY BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF OR INABILITY TO ACCESS OR USE ANY OF THE ASTRABLOX SERVICES OR ANY THIRD-PARTY UTILITY, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF ANY OF THE ASTRABLOX SERVICES, THIRD-PARTY UTILITY OR THE INFORMATION CONTAINED WITHIN IT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF ANY OF THE ASTRABLOX SERVICES OR ANY THIRD-PARTY UTILITY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ASTRABLOX HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY ACCESS OR USE OF THE ASTRABLOX SERVICES; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO ANY OF THE ASTRABLOX SERVICES OR THIRD-PARTY UTILITIES; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY CONTENT MADE AVAILABLE THROUGH ANY OF THE ASTRABLOX SERVICES OR THIRD-PARTY UTILITY; AND (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY



THIRD PARTY.

WE HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES THAT MAY ARISE AS A RESULT OF ANY PAYMENTS OR TRANSACTIONS THAT YOU ENGAGE IN VIA ANY OF THE ASTRABLOX SERVICES OR ANY THIRD-PARTY UTILITY, OR ANY OTHER PAYMENT OR TRANSACTIONS THAT YOU CONDUCT VIA ANY OF THE ASTRABLOX SERVICES. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, WE DO NOT PROVIDE REFUNDS FOR ANY PURCHASES THAT YOU MIGHT MAKE ON OR THROUGH ANY OF THE ASTRABLOX SERVICES.

NEITHER WE NOR ANY PROVIDERS OF THIRD-PARTY UTILITIES MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED WALLTES OR ANY CPT THIRD-PARTY SERVICES OR THIRD-PARTY UTILITY, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY UTILITIES, APPLICATIONS, OR RESOURCES. CPT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH ANY OF THE ASTRABLOX SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE THOUSAND U.S. DOLLARS (\$1,000.00 USD) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

17. **Governing Law, Dispute Resolution, and Class Action Waivers**

17.1. **Governing Law**

You agree that the laws of the State of Delaware, without regard to principles of conflict of laws, govern this ATOS and any Dispute between you and us. You further agree that each of the AstraBlox Services shall be deemed to be based solely in the State of Delaware, and that although the AstraBlox Services may be available in other jurisdictions, their availability does not give rise to general or specific personal jurisdiction in any forum outside the State of Delaware. The parties acknowledge that this ATOS evidences interstate commerce. Any arbitration conducted pursuant to this ATOS shall be governed by the Federal Arbitration Act. You agree that the federal and state courts of Kent County, Delaware, are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this ATOS binding arbitration clause is found to be unenforceable.

17.2. **Dispute Resolution**

We will use our best efforts to resolve any potential disputes through informal, good-faith negotiations. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint, and any other information you believe to be relevant, in the manner described on our user support webpage or via email to support@astrabit.io. AstraBlox will then



AstraBlox

open a support ticket, and a user complaints officer ("Complaint Officer") will consider your complaint. The Complaint Officer will consider your complaint based on the information you have provided and any information that we have based on our records. Within thirty (30) Business Days of receiving your complaint, the Complaint Officer will endeavor to reasonably address the points raised in your complaint. The Complaint Officer may: (i) offer to resolve your complaint in the way you have requested; (ii) reject your complaint; or (iii) offer to resolve your complaint with an alternative proposal or solution. In exceptional circumstances, if the Complaint Officer is unable to respond to your complaint within thirty (30) Business Days, the Complaint Officer will endeavor to send you a holding response specifying the date by which the Complaint Officer expects to be able to respond to your complaint. AstraBlox reserves the right not to respond to complaints that it reasonably concludes are harassing, inappropriate, fraudulent, or otherwise not brought for a legitimate purpose. Any offer of resolution made by AstraBlox will only become binding upon your acceptance. No offer of resolution shall constitute an admission of wrongdoing or liability by us.

- 17.2.1. If we cannot resolve the dispute informally, you and AstraBlox agree that any dispute or claim shall be resolved through binding arbitration. Arbitration shall be conducted in New York City, New York (USA), before a single arbitrator, in accordance with the American Arbitration Association's rules for the arbitration of commercial disputes. This arbitration provision includes, without limitation, disputes arising out of or related to the interpretation or application of this arbitration clause. The arbitration will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address (as defined in the EULA). The arbitrator is bound by the terms of the EULA and this ATOS. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.

17.3. Class Action and Jury Trial Waiver

ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT COLLECTIVELY WITH ANY OTHER PLAINTIFF OR PUTATIVE CLASS. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION.

You must bring any and all Disputes against us in your individual capacity and not as a plaintiff in or member of any purported class action, collective action, private attorney general action, or other representative proceeding. This provision applies to class arbitration. You and AstraBlox both agree to waive the right to demand a trial by jury.

17.4. California Users

If you are a consumer residing in California and use the AstraBlox Services primarily for personal, family, or household purposes, the arbitration terms will instead be modified as following: (1) any claim arising in California will be arbitrated or adjudicated within the State of California and under California substantive law; (2) if your claim qualifies for small claims court, you will be offered the



option to resolve it there instead of arbitration; and (3) arbitration proceedings will allow depositions and discovery subject to arbitrator approval, in line with California Code of Civil Procedure § 1283.05.

18. **Miscellaneous**

18.1. **Entire Agreement**

These terms of the EULA and this ATOS constitute the entire agreement between you and us with respect to the subject matter hereof. This ATOS supersedes any and all prior or contemporaneous written and oral agreements, communications, and other understandings (if any) relating to the subject matter of the terms and for all AstraBlox Services.

18.2. **No Assignment**

You may not assign or transfer the EULA or this ATOS, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer the EULA or this ATOS without our prior written consent shall be null and void. We may freely assign or transfer the EULA or this ATOS. Subject to the foregoing, the EULA and this ATOS will bind and inure to the benefit of the parties, their successors, and permitted assigns.

18.3. **Notice**

We may provide any notice to you under the EULA and this ATOS using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting.

18.4. **Severability**

If any provision of the EULA and/or this ATOS shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of the EULA and/or this ATOS shall not be affected.