

USER TERMS RADIX REWARDS

These End-User Terms (the “**Token End-User Terms**”) are a legally binding agreement between you (“User”, “you”, or “your”) and Radix® Publishing Limited being a company registered in Jersey “Radix”, “we”, “us” “or” “our”)

Radix provides the Incentives website (the “**Website**”) and related services and products, including the ability to Claim via the Website the digital blockchain tokens known as ‘XRD’ (the “**Token**”).

The tokens are being distributed through the rewards program which requires users to participate in on chain activity. The program has multiple seasons and will run for at least 18 months.

Users earn rewards by engaging in on-chain actions like trading, lending, and liquidity provision, and other actions that strengthen the network.

Holding XRD boosts rewards via a multiplier, but holding alone isn’t enough; active participation is required.

These Token End-User Terms, the Website Terms and the Token terms here <http://bit.ly/4pi3LAM> (together, the “**Agreement**”) govern your use of the Website, and related services and products, including governing your ability to Claim and the Tokens distributed through the Incentives Program.

All tokens are allocated, delivered or distributed (as the case may be) to enhance the experience of and encourage use of the Radix® ledger, the radix network, and the development of applications for use on Radix.

1. YOUR WARRANTIES

1.1 You warrant on an ongoing basis that:

- (a) you will comply with all laws, regulatory requirements, and rules as are applicable to the claiming ownership, possession, use, sale, purchase or transmission of any XRD Claimed;
- (b) you have undertaken all inquiries and conducted all due diligence and taken such legal accounting and tax advice as you consider appropriate and acknowledge that the acquisition, possession or use of certain tokens may be prohibited or restricted by applicable laws, regulations, or rules in your local jurisdiction;
- (c) to the extent you are subject to any restrictions which apply to the purchase, receipt, possession, exchange transmission, of any tokens in any jurisdiction, you will observe and comply, and continue to observe and comply, with all such laws, regulations and restrictions at your own expense and fully and effectively indemnify and hold Radix® Publishing Limited and its officers employees and agents, in relation to any losses demands or claim(s) resulting from your failure to do so;
- (d) you will not procure promote or encourage through, or use the XRD tokens to finance, engage, or otherwise support unlawful activities in any territory, and that all payments in fiat or tokens will be made by you only, in your name, lawfully authorised by you, from a digital wallet or bank account in accordance and compliance with all applicable local

laws, regulations, rules and restrictions as may apply to such payments or transfers from time to time;

- (e) You acknowledge and agree that loss of access to your Wallet or private keys may result in irreversible loss, or indefinite inaccessibility, of your Tokens, and that Radix is not responsible for, and cannot recover or restore, lost or inaccessible Tokens
- (f) Claims can only be made once and via the published claim process within the claim window applicable.
- (g) You understand and accept that the claim window may vary from season to season and you accept that if Tokens are not claimed within the claim window those Tokens are no longer claimable and lost together with any benefits that might have accrued.
- (h) You understand and accept that participating in the Radix Rewards incentive program does not guarantee that you will be eligible to claim Tokens. The amount of Tokens you may be able to claim, the claim window, and the structure of the rewards can be changed or cancelled at any time prior to claiming by Radix.

2. PRIVACY

- 2.1 We will collect and process information relating to you in accordance with the privacy notice which can be found at <https://www.radixdlt.com/privacy-policy> by entering into any agreement with us relating to your use or possession of Radix tokens you consent to the use of you data in accordance with that privacy notice.
- 2.2 We shall be entitled, and you understand and agree that We may be required to report any transaction relating to tokens to regulatory or tax authorities in diverse jurisdictions if we are permitted to do so we will notify you of any such request but a failure to do so will not give rise to any liability on Us to You.

3. SANCTIONS AND DENIED PERSONS

- 3.1 You warrant that Your wallet is not owned by or associated with:
 - (a) a citizen or resident of, or located in, a geographic area that is the target of sanctions or embargoes imposed by the European Union, the United Kingdom, the United Nations or the United States; or
 - (b) an individual, or an individual employed by or associated with an entity, identified on the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the US Department of State's Debarred Parties List, or similar lists promulgated by the government of the European Union, the United Kingdom, or the United Nations.

4. BREACH OF YOUR WARRANTIES AND INDEMNITY

- 4.1 You acknowledge and agree that any breach of the warranties given by you pursuant to any Clause entitles Us to refuse to complete, to terminate or to cancel all and any agreements we have with you.
- 4.2 The right of termination shall be in addition to any other remedy including restriction of access to our platform or denying You the right to or use of or access to any tokens.

5. TOKEN CLAIM RIGHTS, TRANSFER AND RESALE

- 5.1 Subject to your compliance with these Token End-User Terms, you have a non-exclusive, non-transferable, ability to Claim Tokens in accordance with these Token End-User Terms in conjunction with any current or future documentation provided by Radix to you. Nothing in these Token End-User Terms should be interpreted as granting you any ownership, equity, security, or other interest or right in or to Radix or its assets, operations, products, intellectual property, or services.
- 5.2 No warranty or assurance is provided that any tokens you receive will have any resale value or that there will be any liquid market for such.
- 5.3 We are not obliged to establish or maintain any integration with a third-party marketplace.
- 5.4 By Claiming the Tokens, you represent and warrant that:
- (a) you are at least 18 years of age and have the legal capacity to enter into these Token End-User Terms;
 - (b) you are not a resident of, or located in, any jurisdiction where the distribution, Claiming, holding, or use of the Tokens would be prohibited by applicable law;
 - (c) you and, if applicable, your affiliates or direct or indirect beneficial owners
 - (d) you do not appear on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC), the EU consolidated list of persons, groups and entities subject to financial sanctions, the UK Consolidated List of Financial Sanctions Targets, and
 - (e) you are not a person identified as a terrorist organization on any other relevant lists maintained by any governmental authority in the EU, USA, or UK;
 - (f) you are Claiming the Tokens for your own use and not on behalf of any other person or entity;
 - (g) you have sufficient understanding of blockchain technology, cryptographic tokens, and digital assets to understand the risks involved in Claiming and using the Tokens; and
 - (h) you have read, understood, and agree to comply with all documentation provided by Radix regarding the Tokens.
 - (i) You acknowledge that Radix may, at its sole discretion, require you to undergo identity verification or other compliance procedures before or after Claiming your Tokens.

6. RISKS AND DISCLOSURES

- 6.1 By claiming tokens through the program, you expressly acknowledge and assume all risks including without limitation:
- (a) Claiming tokens user error;
 - (b) forgotten passwords, mistyped addresses, incorrectly constructed transactions;
 - (c) hard forks;
 - (d) mining attacks, cybersecurity attacks, weaknesses in our security;
 - (e) malfunctions or other technical errors, including but not limited to telecommunications failure, software error, or malicious software;

- (f) unfavourable regulatory determinations or actions in one or more jurisdictions (including with respect to Tokens or cryptocurrencies);
- (g) taxation of Tokens or cryptocurrencies, personal information disclosure;
- (h) uninsured losses, unanticipated risks, volatility risks, server failure or data loss, corrupted or otherwise inaccessible digital wallets;

7. TAXES

- 7.1 In relation to any Claiming and distribution of tokens you will determine whether any applicable tax duties or levies may be required to be paid by you to third parties in accordance with applicable law, including without limitation any VAT sales tax or its equivalent in any territory.
- 7.2 In addition to your responsibilities for paying all applicable taxes you will also be responsible for any income or other tax arising from your disposition of such cryptocurrency.
- 7.3 You are responsible for all applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise.
- 7.4 We recommend you obtain your own independent tax advice.

8. LIMITATION /EXCLUSION OF LIABILITY

- 8.1 Radix® Publishing Limited is not a wallet provider, exchange, broker, or financial institution. We do not provide custody services.
- 8.2 Neither Radix® Publishing Limited nor any affiliates, which shall include all parent and holding companies subsidiaries and companies having a filial relationship in the same group shall be responsible for or have any liability to You.
- 8.3 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
- 8.4 We shall not be responsible for any losses you suffer by reason of any use or misuse of the incentives program or any Radix token, or any failure of the Incentives platform or function of it as intended or expected whether arising in tort, contract, statute or otherwise including but not limited to.
 - (a) Loss of profits.
 - (b) Loss of sales or business.
 - (c) Loss of agreements or contracts.
 - (d) Loss of anticipated savings.
 - (e) Loss of use or corruption of software, data or information.
 - (f) Loss of or damage to goodwill.
 - (g) Indirect or consequential loss.

- (h) Losses incurred by You arising out of or in connection with any third-party claim against you which has been caused by the act or omission by Us.

8.5 For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations, proceedings (commencing or defending), including but not limited to those made or commenced by subcontractors, Our personnel, regulators and your customers.

9. FORCE MAJEURE

9.1 We will not be liable or responsible to the you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"):

- (a) acts of God;
- (b) flood, fire, earthquake, epidemics, pandemics, including the 2019 novel coronavirus pandemic (COVID-19), tsunami, explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (d) government order, law, or action;
- (e) embargoes or blockades in effect on or after the date of this agreement;
- (f) strikes, labour stoppages or slowdowns or other industrial disturbances;
- (g) shortage of adequate or suitable Internet connectivity, telecommunication unavailability of telecommunications infrastructure or network transmission capability however caused whether malicious or accidental, breakdown or shortage of adequate power or electricity; and
- (h) other similar events beyond our control.

10. THIRD PARTY RIGHTS

The PARTIES do not intend that any term of this AGREEMENT should be enforceable by any person who is not a party to this AGREEMENT by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11. ENTIRE AGREEMENT

- 11.1 These Terms and Conditions constitute the entire agreement between the PARTIES and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the PARTIES, whether written or oral, relating to its subject matter.
- 11.2 Each PARTY agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) where such statement, representation, assurance or warranty is not set out in these Terms and Conditions.
- 11.3 Each PARTY agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

12. LAW AND JURISDICTION

- 12.1 Each PARTY irrevocably agrees on behalf of itself and its successors in title that any dispute or claims (including non-contractual disputes or claims) arising out of or in connection with this AGREEMENT or its formation or which incorporates these Terms and Conditions shall be subject to the laws of England and Wales
- 12.2 All disputes and differences arising out of or relating to this agreement including without limitation any issue of personal or subject matter jurisdiction shall be resolved by arbitration in London in accordance with the rules of the London International Arbitration Centre by a single arbitrator in English according to the laws of England and Wales.

13. INTELLECTUAL PROPERTY

All intellectual property rights in the Tokens, the Smart Contract, the Website and any related software, documentation, services, products or content provided by Radix are owned by Radix. Nothing in these Token End-User Terms transfers any ownership rights in the intellectual property to you or grants you any right to use Radix's intellectual property except as expressly provided in these Token End-User Terms.

14. SITUS

- 14.1 The situs of this AGREEMENT is England.
- 14.2 Nothing in this Agreement shall prevent us from enforcing Our rights in relation to any Intellectual Property which is owned by or licensed to Us in accordance with the laws applicable to such rights in any territory where such Intellectual Property rights are owned or used (whether such use is authorised or not).
- 14.3 All operation of conflict of laws is excluded.