



Nomyx Website Terms of Use

Effective as of July 1, 2025

Nomyx Technology Labs Inc. ("Nomyx") and its subsidiaries (collectively, the "Nomyx Group" or "we" or "us" or "our") have updated terms that apply to the use of our Websites. For the purposes of these Terms of Use, the term "Websites" shall refer collectively to www.nomyx.io as well as the other websites that the Nomyx Group operates and that link to these Terms of Use.

These Terms also apply to your use of any blockchain interfaces, smart contract interaction tools, tokenization platforms, decentralized application ("dApp") interfaces, and Launch Pad marketplace features (collectively, "Blockchain Services") provided through our Websites. By interacting with smart contracts through our interfaces, you acknowledge additional risks and accept the Blockchain-Specific Terms in Section 15.

We provide the Websites to you subject to these Terms of Use ("Terms"), which may be updated by us from time to time pursuant to Section 1 herein. By accessing and using the Websites, you accept and agree to be bound by these Terms, Nomyx's Privacy Notice and Nomyx's Cookie Notice. If you do not agree to these Terms, you should not access or use the Websites. In addition, when accessing the Websites you shall be subject to any posted guidelines or rules applicable to the Websites.

These Terms do not apply to your access to and use of the products and services which we market for subscription on our Websites (our "Services"). Those are governed by our Main Services Agreement or other applicable agreement between you and any member of the Nomyx Group relating to your access to and use of such Services.

1. Changes to Terms

These Terms may be modified by us at any time, and such modifications will be effective immediately upon posting. Your use of the Websites after such posting shall be deemed to constitute acceptance by you of such modifications. Material changes will include 30-day advance notice where feasible.

2. Definitions

- **"Blockchain Services"**: Interfaces for deploying smart contracts, creating tokens, and interacting with blockchain networks
- **"Launch Pad"**: Our marketplace for tokenized securities offerings
- **"On-Chain Content"**: Any data written to blockchain networks through our interfaces
- **"Smart Contract"**: Self-executing code deployed on blockchain networks
- **"Token"**: Digital assets created using our Blockchain Services
- **"Wallet"**: Digital wallet used to interact with blockchain networks

3. Registration and Verification



You may register to create a user account ("Your Account") that allows you to receive information from us and/or participate in certain features on the Websites. By registering you represent and warrant that all information you provide is current, complete and accurate. You agree to maintain and promptly update your information. You are responsible for all connectivity, equipment and charges related to access.

3.1 Enhanced Verification for Blockchain Services

To access Blockchain Services, you must:

- Complete identity verification through our approved providers
- Maintain accurate KYC/AML information
- Verify accredited investor status (for securities features)
- Connect a compatible digital wallet
- Accept additional Blockchain-Specific Terms

You represent that:

- You are not on any sanctions or prohibited persons lists
- You have legal capacity to enter binding smart contracts
- You understand the permanent nature of blockchain transactions
- You will comply with all applicable securities laws

4. User Content Guidelines

4.1 General Provisions

Interactive Areas are available for individuals aged 13 years or older. By submitting User Content, you represent that you are 13 years of age or older and, if under 18, have obtained legal consent.

4.2 Prohibited Content

You agree not to upload, post or transmit any User Content that: (a) violates or infringes upon the rights of others (b) you know to be false, misleading or inaccurate (c) contains expressions of bigotry, racism, hate speech, or profanity (d) contains pornography or sexually explicit content (e) violates any law or advocates illegal activities (f) advocates violent behavior (g) poses a threat to personal or public safety (h) contains violent images for exploitative purposes (i) is protected by intellectual property rights without permission (j) does not pertain to the designated topic (k) contains unauthorized advertising or solicitation (l) uses someone's name or likeness without consent

4.3 You agree not to represent or suggest, directly or indirectly, the Nomyx Group's endorsement of User Content.

4.4 You agree not to upload, post or otherwise transmit any User Content, software or other materials which contain a virus or other harmful or disruptive component.



4.5 You agree not to use any service, technology or automated system to artificially inflate the page views that your User Content receives. This includes pay-per-click services, web “robots” and any other current or future technologies. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.

4.6 You agree not to use any technology, service or automated system to post more User Content than an individual could upload in a given period of time. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.

4.7 Any conduct that we, in our sole discretion, believe restricts or inhibits anyone else from using or enjoying the Websites will not be permitted. We reserve the right, in our sole discretion, to remove or edit User Content submitted by you.

4.8 We are not responsible for the accuracy or credibility of any User Content, and do not take any responsibility or assume any liability for any actions you may take as a result of reading User Content posted on the Websites. Through your use of Interactive Areas, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using Interactive Areas, you assume all associated risks.

4.9 We have the right, but not the obligation, to monitor User Content posted or uploaded to the Websites to determine compliance with these Terms and any operating rules established by us and to satisfy any law, regulation or authorized government request. Although we have no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Websites, we reserve the right, and have absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Websites at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content posted to the Websites at your sole cost and expense. We may use automated means of reviewing User Content, in addition to human review. The decision by Nomyx to monitor and/or modify User Content does not constitute nor shall it be deemed to constitute any responsibility or liability in any manner on our part in connection with or arising from your use of Interactive Areas on the Websites. For further information in relation to content moderation, please see our User Content and Conduct Policy.

4.10 By submitting User Content to the Websites, you automatically grant us a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense (through multiple tiers) and otherwise exploit such User Content (in whole or in part) in any form, media or technology now known or



hereafter developed, without payment to you or to any third parties. Additionally, to the fullest extent permitted under applicable law, you waive your moral rights in the User Content and agree not to assert such rights against us. You acknowledge that content submitted to any blockchain interface hosted by Nomyx may be permanent and publicly accessible. Nomyx cannot guarantee the removal of such content once deployed on-chain. You represent and warrant to us that you have the full legal right, power and authority to grant to us the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms, or infringe upon any rights, including the right of privacy or right of publicity, or constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant to us the right, but not the obligation, to pursue at law any person or entity that violates your or our rights in the User Content by a breach of these Terms.

4.11 WARNING: Blockchain Content is Permanent

Content submitted to blockchain interfaces becomes permanently and publicly recorded:

- Smart contract code cannot be deleted
- Token metadata is immutable
- Transaction messages are permanent
- On-chain data is globally visible

You acknowledge that:

- We cannot remove on-chain content
- Mistaken transactions cannot be reversed
- Private information should never be submitted on-chain
- You are solely responsible for on-chain content

4.12 Securities Content Restrictions

You agree not to use Blockchain Services to:

- Create unregistered securities
- Violate SEC regulations
- Mislead investors
- Manipulate token markets
- Circumvent transfer restrictions
- Deploy malicious smart contracts
- Create rug-pull schemes

5. User Conduct Guidelines



The following terms apply to your conduct when accessing or using the Websites: (a) you agree not to interfere with or disrupt the Websites or connected networks (b) you agree not to reproduce, duplicate, copy, sell, or exploit any portion for commercial purposes (c) you agree not to engage in criminal or civilly liable activity (d) you agree not to impersonate any person or entity (e) you agree not to interfere with any other user's privacy

5.1 Blockchain Services Conduct

When using Blockchain Services, you additionally agree not to: (f) Deploy smart contracts containing malicious code, infinite loops, or designed to drain funds (g) Attempt to exploit or attack other users' smart contracts (h) Engage in MEV exploitation that harms other users (i) Create fake liquidity or engage in wash trading (j) Mint tokens that infringe intellectual property rights (k) Use our interfaces for mixer/tumbler services (l) Violate securities laws or regulations (m) Submit transactions designed to congest networks (n) Attempt to double-spend or manipulate blockchain state

6. Intellectual Property Rights

All Content on the Websites is owned by or licensed to us and protected by intellectual property laws. You may not copy, distribute, reproduce, or create derivative works without our express written permission.

6.1 Smart Contract Templates

Our smart contract templates and libraries are proprietary. You may use them only as authorized through our Services. Any modifications must comply with applicable licenses.

6.2 User-Deployed Content

You retain ownership of smart contracts and tokens you create, but grant us license to display, index, and reference them for platform functionality.

6.3 Blockchain Analytics

We may analyze public blockchain data related to contracts deployed through our Services for security, compliance, and improvement purposes.

7. Disclaimer of Warranty; Limitation of Liability

(A) YOU EXPRESSLY AGREE THAT USE OF THE WEBSITES IS AT YOUR SOLE RISK. THE NOMYX GROUP, ITS OTHER AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, THIRD-PARTY SERVICE PROVIDERS OR LICENSORS DO NOT WARRANT THAT USE OF THE WEBSITES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE



WEBSITES, NOR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE WEBSITES.

(B) THE WEBSITES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.

(C) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL THE NOMYX GROUP, OR ITS FUTURE PARENT OR AFFILIATED COMPANIES, BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE WEBSITES OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE WEBSITES, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE WEBSITES. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF THE NOMYX GROUP OR FUTURE PARENT OR AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT THE NOMYX GROUP OR FUTURE PARENT OR AFFILIATED COMPANIES ARE NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE WEBSITES OR ANY OTHER THIRD PARTIES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

(D) We disclaim any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Websites, you acknowledge and agree to our disclaimer of any such liability. If you do not agree, you should not access or use the Websites.

(E) Nomyx specifically disclaims responsibility for losses arising from smart contract execution, token issuance, DAO governance interactions, or blockchain transaction errors initiated by you. Nomyx does not control the operation or validation of public blockchain networks.

(F) BLOCKCHAIN-SPECIFIC DISCLAIMERS



YOU ACKNOWLEDGE AND AGREE THAT:

1. **SMART CONTRACT RISKS:** Smart contracts may contain bugs, vulnerabilities, or unintended behaviors. We do not audit user-deployed contracts.
2. **IRREVERSIBILITY:** Blockchain transactions cannot be reversed, cancelled, or refunded once confirmed.
3. **WALLET RESPONSIBILITY:** You are solely responsible for securing private keys. Lost keys mean permanent loss of assets.
4. **NETWORK RISKS:** Blockchain networks may experience congestion, forks, attacks, or failures beyond our control.
5. **REGULATORY RISKS:** Laws governing blockchain and securities may change. Compliance is your responsibility.
6. **ECONOMIC RISKS:** Token values may fluctuate or become worthless. We make no guarantees about token economics.
7. **THIRD-PARTY RISKS:** Integrated services (Persona, DFNS, Bridge.xyz, etc.) may fail or change terms.
8. **NO CUSTODY:** We never control your assets or private keys.

THE NOMYX GROUP SPECIFICALLY DISCLAIMS ALL LIABILITY FOR:

- Failed transactions or lost gas fees
- Smart contract exploits or hacks
- Regulatory enforcement actions
- Token value losses
- Wallet compromises
- Network attacks or failures

8. Indemnification

You agree to defend, indemnify and hold harmless the Nomyx Group, its affiliates and their respective directors, officers, employees and agents from and against all claims, losses, expenses, damages and costs (including attorneys' fees and regulatory fines) arising out of:

a) Your use of the Websites or Blockchain Services b) Any smart contracts you deploy or tokens you create c) Your blockchain transactions or on-chain activities d) Violations of securities laws or regulations e) Infringement of intellectual property rights f) Breach of these Terms g) Negligent or wrongful conduct h) Investor claims related to your tokens i) Regulatory investigations of your activities

This indemnification survives termination and includes consequential damages.

9. Termination and Suspension

We may terminate or suspend these Terms at any time without notice to you. We shall have the right to immediately terminate or suspend your access for unacceptable conduct or breach of these Terms or applicable law. The provisions of Sections 2, and 5-20 shall survive termination.

10. Governing Law

Any disputes arising out of or in connection with your access to and/or use of the Websites shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws provisions. Any legal action or proceeding arising under these Terms will be brought exclusively in the courts located in Wilmington, Delaware, and you hereby irrevocably consent to the personal jurisdiction and venue therein.

10.1 Securities Compliance

Notwithstanding the above, securities-related matters shall also be subject to applicable federal securities laws and SEC jurisdiction.

10.2 International Users

If you access Blockchain Services from outside the US, you represent that such access is legal in your jurisdiction and you will comply with local laws.

11. Copyrights and Copyright Agent

We respect intellectual property rights. Please follow our Copyright Infringement Notice & Takedown Policy. We reserve the right to terminate access for users who infringe intellectual property rights.

12. Digital Services Act ("DSA") Compliance

12.1 Content Moderation for Blockchain Services

- We monitor for illegal smart contracts
- Malicious contracts are reported to authorities
- We maintain transparency reports
- Appeals process available for restrictions

12.2 Illegal Content includes:

- Securities law violations
- Ponzi/pyramid schemes
- IP infringement
- Privacy violations
- Harmful code

Contact legal@nomyx.io for DSA-related communications.

13. Miscellaneous



These Terms constitute the entire agreement between the parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any part is found invalid, it will be replaced with enforceable language. Section headings are for convenience only.

14. Securities and Launch Pad Terms

14.1 Investor Requirements

If you access Launch Pad or tokenization services:

- You must be an accredited or qualified investor (based on fund requirements)
- You acknowledge high risk of loss
- You will not rely on us for investment advice
- You understand tokens may be illiquid
- You accept transfer restrictions

14.2 Issuer Obligations

Issuers using Launch Pad agree to:

- Maintain current SEC filings
- Provide accurate disclosures
- Comply with securities laws
- Indemnify us for violations
- Pay applicable fees

14.3 No Advisory Services

We are not a broker-dealer, investment advisor, or exchange. We provide technology only.

15. Blockchain-Specific Terms

15.1 Gas Fees and Network Costs

- You are responsible for all gas fees
- Failed transactions still incur fees
- We don't control network pricing
- High congestion may delay transactions

15.2 Smart Contract Deployment

- You must test contracts before mainnet deployment
- Security audits are your responsibility
- We may restrict certain contract types
- Malicious contracts result in immediate ban

15.3 Wallet Security

- Use hardware wallets for high-value transactions
- Enable all available security features
- Never share private keys or seed phrases
- We cannot recover lost wallet access

15.4 Compliance Tools

- KYC/AML verification required for certain features
- Transaction monitoring for compliance
- We may freeze or restrict access for compliance
- Cooperation required for investigations

15.5 Service Limitations

- No guarantee of uptime or availability
- Features may be restricted by jurisdiction
- Third-party services may be unavailable
- Blockchain networks operate independently

16. Dispute Resolution

16.1 Arbitration Agreement

Any dispute shall be resolved through binding arbitration under AAA rules, except for claims that may be brought in small claims court.

16.2 Class Action Waiver

You waive any right to bring claims as a class or collective action.

16.3 Blockchain Disputes

For on-chain disputes:

- Code is law - smart contract outcomes are final
- We do not mediate token holder disputes
- Blockchain evidence is determinative
- Network consensus governs

17. Privacy and Blockchain Data

17.1 Public Blockchain Data

- Wallet addresses are pseudonymous but public



- Transaction history is permanently visible
- Smart contract interactions are recorded
- On-chain data cannot be deleted

17.2 Analytics and Monitoring

We analyze blockchain data for:

- Security monitoring
- Compliance checking
- Platform improvements
- Regulatory reporting

17.3 Third-Party Services

By using integrated services (Persona, Bridge.xyz, DFNS, etc.), you accept their terms and privacy policies.

18. Accessibility

We strive to make our Websites accessible. Contact accessibility@nomyx.io to report barriers.

19. Security

Report security vulnerabilities to security@nomyx.io. Eligible reports may receive bug bounties. Do not publicly disclose vulnerabilities.

20. Changes and Notifications

- Material changes: 30-day advance notice
- View change log at: terms.nomyx.io/changes
- Email notifications for registered users
- Continued use constitutes acceptance

Revision History & English Language Version Controls

Current Version: 2.0 Last Security Review: July 1, 2025 Next Scheduled Review: January 1, 2026

Non-English translations are provided for convenience only. The English version controls.

These Terms were last updated on July 1, 2025.