

# Terms of Use

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## IMPORTANT NOTICE — PLEASE READ CAREFULLY

These Terms of Use constitute a legally binding agreement between you and RIPE Tech Corp. By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree, do not access or use the Platform.

**Risk Warning:** The Tokens offered through the Platform represent fractional interests in music royalty revenue streams. Purchasing Tokens involves significant risks, including the risk of losing some or all of your investment. Past performance of any catalog or royalty stream is not indicative of future results. You should not invest more than you can afford to lose. See Section 5 (Risk Disclosures) for a detailed description of material risks.

**Regulatory Status:** RIPE Tech Corp. is not registered with the U.S. Securities and Exchange Commission (SEC) as a broker-dealer. The Tokens have not been registered under the Securities Act of 1933. The Tokens are offered pursuant to applicable exemptions from registration. See Section 4 (Regulatory Disclosures) for details.

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## 1. Definitions

In these Terms, the following definitions apply:

- **"RIPE," "we," "us," "our"** — RIPE Tech Corp., a corporation incorporated under the laws of the State of Delaware, USA, File No. 6411773, with registered address at 919 North Market Street, Suite 915, Wilmington, Delaware 19801.
- **"User," "you," "your"** — any natural person who creates an Account and accepts these Terms.
- **"Platform"** — the RIPE Capital investment platform, accessible at <https://ripe.capital/> and through associated mobile applications.
- **"Services"** — all services provided through the Platform, including Account creation, Token purchase and sale, royalty distributions, and related features.
- **"Token(s)"** — digital tokens issued by RIPE on the Arbitrum blockchain (or such other blockchain as RIPE may designate), each representing a fractional interest in royalty revenue generated by a specific music catalog managed by RIPE.

- **"Catalog"** — a collection of musical works and/or sound recordings whose royalties are managed by RIPE and tokenized for distribution to Token holders.
- **"Royalties"** — income generated from the use, licensing, streaming, or distribution of musical works and/or sound recordings in a Catalog.
- **"Royalty Distribution"** — periodic payments of Royalty revenue to Token holders, net of RIPE's management fees and applicable expenses.
- **"Account"** — the User's personal account on the Platform, including the associated blockchain wallet.
- **"Wallet"** — the blockchain-based account abstraction wallet associated with the User's Account, deployed on the Arbitrum network.

## 2. Eligibility and Account Creation

### 2.1 Eligibility

To use the Platform, you must:

- Be at least 18 years of age
- Have the legal capacity to enter into a binding agreement
- Not be a resident of a Restricted Jurisdiction (see Section 11)
- Meet any applicable investor qualification requirements for the specific Token offering (e.g., accredited investor status, if required under the applicable offering exemption)
- Successfully complete RIPE's Know Your Customer (KYC) and Anti-Money Laundering (AML) verification procedures

### 2.2 Account creation

To create an Account, you must provide: your full legal name, email address, and such additional information as may be required for identity verification. You may also create an Account using supported third-party authentication methods (e.g., Google, Apple, or email-based login).

Upon Account creation, a blockchain wallet will be created for you using account abstraction technology. You are responsible for maintaining the security of your Account credentials. You must not share your login credentials or provide access to your Account to any third party.

### 2.3 KYC/AML verification

You must complete KYC/AML verification before accessing certain Services. This may include providing a government-issued ID, proof of address, selfie verification, and tax identification number.

RIPE may restrict access to the Platform if you do not complete verification or if verification reveals information inconsistent with your Account details.

## 2.4 Account security

You are solely responsible for all activity that occurs under your Account. You must immediately notify RIPE of any unauthorized use or security breach. RIPE shall not be liable for any loss arising from unauthorized access to your Account that results from your failure to maintain Account security.

## 3. Services

### 3.1 Token purchase

The Platform allows you to purchase Tokens representing fractional interests in Royalty revenue from specific Catalogs. Each Token entitles the holder to receive a proportional share of Royalty Distributions from the associated Catalog, net of RIPE's fees and expenses.

Token purchases are processed through smart contracts on the Arbitrum blockchain. Each purchase requires your explicit authorization through your Wallet (e.g., biometric confirmation or PIN entry).

The price of Tokens is determined by RIPE based on the projected Royalty revenue, historical earnings, catalog age, and other objective factors. RIPE will disclose the methodology used to determine Token pricing at [ripe.capital/disclosures](https://ripe.capital/disclosures).

### 3.2 Royalty distributions

RIPE distributes Royalty revenue to Token holders periodically (currently weekly, on Fridays). The amount of each distribution depends on actual Royalties received by RIPE for the relevant period, less RIPE's management fees and applicable expenses.

**RIPE does not guarantee any specific amount, frequency, or timing of Royalty Distributions.**

Royalty revenue depends on streaming volumes, licensing activity, and other factors outside RIPE's control. Distributions may vary significantly from period to period and may be zero in some periods.

Royalty Distributions are processed through a smart contract on the Arbitrum blockchain. You may claim distributions manually or authorize automatic claiming through your Account settings.

### 3.3 Token sale (redemption)

You may request to sell (redeem) your Tokens back to RIPE. Redemption requests are subject to the following conditions:

- Redemption price is determined by RIPE based on current Token valuation methodology, which will be disclosed at the time of redemption.
- If aggregate redemption requests exceed 5% of total issued Tokens within any 7-day period, RIPE may process redemptions on a queued basis in the order received.
- RIPE reserves the right to suspend redemptions temporarily in extraordinary circumstances (e.g., market disruption, smart contract vulnerability, regulatory action), provided RIPE promptly discloses the reason and expected duration.

Tokens may also be transferable on secondary markets (such as regulated Alternative Trading Systems) if and when such functionality is made available. Transfer restrictions may apply in accordance with applicable securities laws.

### **3.4 Wallet and deposits**

The Platform provides you with a blockchain wallet using account abstraction technology. You may deposit supported stablecoins (e.g., USDT, USDC on the Arbitrum network) to your Wallet for use on the Platform. Deposits are processed directly to your blockchain wallet address.

You may also deposit funds using fiat currency through supported third-party payment processors (e.g., Transak, MoonPay), subject to their terms and fees.

You may withdraw funds from your Wallet at any time, subject to network fees and any applicable regulatory holds (e.g., AML screening).

### **3.5 Auto-compound**

If you enable the auto-compound feature, you authorize RIPE to automatically reinvest your Royalty Distributions into additional Tokens of the same Catalog(s). This authorization is granted through a session key mechanism on the blockchain. You may revoke this authorization at any time through your Account settings. When auto-compound is enabled, reinvestment transactions are executed within the parameters you have authorized and are recorded on the blockchain.

### **3.6 Platform content**

The Platform may provide you with access to listen to musical works in the Catalogs and to view statistical information about streaming performance. You may not download, redistribute, or commercially exploit any content accessed through the Platform.

## **4. Regulatory Disclosures**

### **4.1 Securities status**

Tokens offered through the Platform may constitute securities under applicable law. The Tokens have not been registered under the Securities Act of 1933, as amended, or the securities laws of any state or other jurisdiction. The Tokens are offered pursuant to applicable exemptions from registration requirements.

RIPE Tech Corp. is not registered with the SEC as a broker-dealer, investment adviser, or transfer agent. The Platform is not a registered securities exchange or alternative trading system.

## 4.2 No investment advice

RIPE does not provide investment advice, recommendations, or personalized financial guidance. All information provided on the Platform, including historical earnings data, yield estimates, and catalog descriptions, is for informational purposes only and should not be relied upon as investment advice.

You are solely responsible for your investment decisions. You should consult a qualified financial, tax, or legal adviser before purchasing Tokens.

## 4.3 Fee disclosure

RIPE charges the following fees:

- **Management fee:** a percentage of Royalty revenue retained by RIPE before distributing to Token holders. The current rate is disclosed on the Platform and at [ripe.capital/fees](https://ripe.capital/fees).
- **Transaction fee:** a fixed percentage charged on each Token purchase and sale transaction. The current rate is disclosed at the time of each transaction.
- **Network fees:** blockchain transaction fees (gas) on the Arbitrum network. These fees are determined by the network and are outside RIPE's control. RIPE may subsidize network fees through a paymaster mechanism, in which case this will be disclosed.

RIPE does not receive payment for order flow or compensation from third parties based on your transaction activity. Fee schedules are disclosed at [ripe.capital/fees](https://ripe.capital/fees) and may be updated from time to time with notice to Users.

## 4.4 Conflicts of interest

RIPE and its affiliates have the following potential conflicts of interest:

- RIPE is both the operator of the Platform and the manager of the Catalogs underlying the Tokens. RIPE's interests as platform operator may not always align with your interests as a Token holder.
- RIPE determines Token pricing and Royalty Distribution amounts, which creates a potential conflict between RIPE's revenue and the returns delivered to Token holders.

- RIPE uses its own smart contracts for Token issuance and distribution. The Platform interacts with these affiliated smart contracts.

RIPE will disclose material conflicts of interest at [ripe.capital/disclosures](https://ripe.capital/disclosures) and will update such disclosures promptly when new conflicts arise.

## **5. Risk Disclosures**

**PURCHASING TOKENS INVOLVES SIGNIFICANT RISKS. YOU MAY LOSE SOME OR ALL OF YOUR INVESTMENT.**

### **5.1 Market and revenue risk**

- Royalty revenue depends on streaming volumes, licensing activity, and consumer demand for music, which may decline.
- The music industry is subject to technological disruption, changing consumer preferences, and competitive pressures.
- Past royalty earnings are not indicative of future results. Earnings from a Catalog may decrease over time (decay).
- Token values may fluctuate and may be worth less than the original purchase price.

### **5.2 Liquidity risk**

- Tokens may have limited or no secondary market liquidity. You may not be able to sell your Tokens when you want to.
- RIPE may suspend or restrict redemptions in extraordinary circumstances.
- Transfer restrictions may apply under applicable securities laws.

### **5.3 Technology and smart contract risk**

- The Platform relies on blockchain technology and smart contracts, which may contain bugs, vulnerabilities, or errors.
- The Arbitrum network may experience downtime, congestion, or security incidents.
- Loss of access to your Account credentials may result in permanent loss of access to your Tokens and funds.
- Blockchain transactions are irreversible. Errors in transactions cannot be corrected.

### **5.4 Regulatory risk**

- The regulatory environment for digital assets and tokenized securities is evolving and uncertain.
- Changes in law or regulation may require RIPE to modify, suspend, or cease operations.
- RIPE may be subject to enforcement actions by regulatory authorities.
- Tax treatment of Token purchases, royalty distributions, and Token sales may vary by jurisdiction and is your responsibility.

## 5.5 Counterparty risk

- You are exposed to the credit and operational risk of RIPE Tech Corp.
- RIPE's ability to pay Royalty Distributions depends on RIPE receiving Royalty payments from music distributors and licensees.
- RIPE is not insured by SIPC, FDIC, or any government deposit insurance program.

## 5.6 Cybersecurity risk

- The Platform may be subject to cyberattacks, data breaches, or unauthorized access.
- MEV (Maximal Extractable Value) strategies on the blockchain may adversely affect your transaction outcomes.

## 6. Fees

All applicable fees are disclosed in Section 4.3. Fees are deducted at the time of the relevant transaction or distribution. RIPE may modify fee schedules by providing at least 14 days' advance notice to Users through the Platform or by email. Your continued use of the Platform after the effective date of a fee change constitutes acceptance of the new fees.

## 7. User Obligations

You agree to:

- Provide accurate and complete information during Account creation and KYC verification, and update such information promptly if it changes
- Maintain the security and confidentiality of your Account credentials
- Use the Platform only for lawful purposes and in compliance with applicable laws
- Not use the Platform for money laundering, terrorist financing, fraud, or any other illegal activity
- Not attempt to circumvent geographic restrictions, KYC requirements, or other security measures
- Not reverse engineer, decompile, or interfere with the Platform's software or smart contracts

- Not use automated tools (bots, scrapers) to access the Platform without RIPE's prior written consent
- Comply with all applicable tax reporting obligations in your jurisdiction

## 8. Account Suspension and Termination

### 8.1 By you

You may terminate these Terms at any time by requesting Account closure through the Platform or by contacting RIPE at the address in Section 16. Before closure, you should redeem your Tokens and withdraw any remaining funds. RIPE will process Account closure within 30 business days of your request.

### 8.2 By RIPE

RIPE may suspend or terminate your Account if:

- You violate these Terms
- You provide false or misleading information during KYC verification
- RIPE is required to do so by law, court order, or regulatory authority
- RIPE has reasonable grounds to suspect your involvement in illegal activity
- You become a resident of a Restricted Jurisdiction

If RIPE suspends or terminates your Account, RIPE will: (a) notify you of the reason for suspension or termination (unless prohibited by law), (b) provide you with a reasonable period (no less than 30 days, unless prohibited by law) to withdraw your funds, and (c) redeem your Tokens at the then-current redemption price and credit the proceeds to your Wallet for withdrawal.

**RIPE will not confiscate or appropriate your Tokens or funds**, except where required by law, court order, or regulatory authority (e.g., asset freeze orders, sanctions compliance). In such cases, RIPE will comply with the applicable legal requirement and notify you to the extent permitted by law.

### 8.3 Regulatory holds

If RIPE receives information from a law enforcement or regulatory authority indicating that your Account may be involved in illegal activity, RIPE may temporarily restrict withdrawals pending investigation. Any such restriction will be: limited in scope and duration, subject to RIPE's reasonable investigation (not to exceed 90 business days), and lifted promptly if the investigation does not substantiate the concern. RIPE will cooperate with applicable authorities and will not independently seize or forfeit your assets.

## 9. Limitation of Liability

The Platform and Services are provided on an 'as is' and 'as available' basis. RIPE disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

To the maximum extent permitted by law, RIPE's total aggregate liability to you for any claims arising from or relating to these Terms or your use of the Platform shall not exceed the greater of: (a) the total fees paid by you to RIPE in the 12 months preceding the claim, or (b) \$1,000 USD.

RIPE shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, data, or business opportunities, regardless of the theory of liability.

Nothing in these Terms excludes or limits liability for fraud, gross negligence, or willful misconduct by RIPE, or any liability that cannot be excluded by applicable law.

## 10. Indemnification

You agree to indemnify, defend, and hold harmless RIPE and its officers, directors, employees, and agents from any claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from: (a) your violation of these Terms, (b) your use of the Platform, (c) your violation of applicable law, or (d) your provision of false or misleading information.

## 11. Restricted Jurisdictions

The Platform and Services are not available to residents of the following jurisdictions:

- Russian Federation
- Crimea, Donetsk, Luhansk, Kherson, and Zaporizhzhia regions
- Republic of Belarus
- Syria
- Democratic People's Republic of Korea (DPRK)
- Cuba
- Iran
- Myanmar
- Any jurisdiction where the purchase of Tokens would violate applicable law

**Note regarding the United States:** Access to the Platform by U.S. residents may be subject to additional requirements, including investor accreditation or qualification, depending on the applicable offering exemption. See Section 4 (Regulatory Disclosures) for details.

If RIPE determines that you are a resident of a Restricted Jurisdiction, RIPE will restrict your access to the Platform and provide you with at least 30 days to withdraw your funds and redeem your Tokens.

## **12. Intellectual Property**

All intellectual property rights in the Platform, Website, and associated software are owned by RIPE or its licensors. By using the Platform, you are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for personal, non-commercial purposes in accordance with these Terms.

You may not copy, modify, distribute, sell, or lease any part of the Platform or its content, nor may you reverse engineer or attempt to extract source code from the Platform's software, except as permitted by applicable law.

## **13. Referral Program**

RIPE may offer a referral program through which you may invite others to the Platform using a unique referral link. If an invited person creates an Account and purchases Tokens, you may receive referral rewards as described on the Platform.

Referral rewards are subject to the following conditions:

- You must not make any representations about the Platform, Tokens, or expected returns that are not consistent with the information provided on the Platform
- You must disclose that you may receive compensation for referrals
- You must not engage in spam, unsolicited communications, or deceptive marketing practices
- RIPE may modify, suspend, or terminate the referral program at any time

## **14. Dispute Resolution**

### **14.1 Informal resolution**

Before initiating formal proceedings, you agree to attempt to resolve any dispute with RIPE informally by contacting us at [support@ripe.capital](mailto:support@ripe.capital). RIPE will endeavor to resolve your concern within 30 days.

### **14.2 Arbitration**

If informal resolution is unsuccessful, any dispute arising from or relating to these Terms shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its

Commercial Arbitration Rules. The arbitration shall be conducted in Wilmington, Delaware, or remotely at the election of either party. The arbitrator's decision shall be final and binding.

### **14.3 Class action waiver**

You agree that any arbitration or legal proceeding shall be conducted on an individual basis only. You waive the right to participate in a class action, class arbitration, or representative proceeding.

### **14.4 Exceptions**

Nothing in this Section prevents either party from seeking injunctive or equitable relief in a court of competent jurisdiction to prevent irreparable harm.

## **15. General Provisions**

### **15.1 Governing law**

These Terms are governed by the laws of the State of Delaware, without regard to conflict of laws principles.

### **15.2 Amendments**

RIPE may amend these Terms at any time by posting an updated version on the Platform and notifying you by email or in-app notification at least 14 days before the changes take effect. Your continued use of the Platform after the effective date constitutes acceptance. If you do not agree with the changes, you must discontinue use and close your Account.

### **15.3 Severability**

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **15.4 Entire agreement**

These Terms, together with the Privacy Policy and any applicable offering documents, constitute the entire agreement between you and RIPE regarding the Platform and supersede all prior agreements.

### **15.5 Force majeure**

RIPE shall not be liable for any failure or delay in performance resulting from circumstances beyond RIPE's reasonable control, including natural disasters, pandemics, war, terrorism, cyberattacks,

blockchain network failures, regulatory actions, or utility failures.

## **15.6 Assignment**

You may not assign or transfer these Terms or your Account without RIPE's prior written consent. RIPE may assign these Terms in connection with a merger, acquisition, or sale of assets, with notice to you.

## **15.7 Waiver**

RIPE's failure to enforce any provision of these Terms shall not constitute a waiver of that provision or the right to enforce it in the future.

## **15.8 Language**

The English language version of these Terms is the authoritative version. Any translation is provided for convenience only.

# **16. Contact**

## **RIPE Tech Corp.**

919 North Market Street, Suite 915

Wilmington, Delaware 19801, United States

General inquiries: [info@ripe.capital](mailto:info@ripe.capital)

Legal inquiries: [support@ripe.capital](mailto:support@ripe.capital)

Privacy inquiries: [support@ripe.capital](mailto:support@ripe.capital)