

## Terms of Service Agreement

Last updated: July 10, 2026

Welcome to Houdini Swap. Please read this Terms of Service Agreement (the “**Agreement**”) carefully. By accessing, browsing, or using the website [www.houdiniswap.com](http://www.houdiniswap.com) or its contents (the “**Website**”), any other websites, subdomains, or applications (owned or not) owned or operated by us and to which these Terms of Service are posted (collectively, the “**Sites**”), or by using our non-custodial frontend interface, API integrations, or transactional functionalities (collectively, the “**Apps**” and together with the Sites and the Website, the “**Services**”), you acknowledge that you have read, understood, and agree to be legally bound to the terms of this Agreement in its entirety.

Use of the words “**we**”, “**us**” or “**our**” herein refers to Houdini Swap LLC. “**You**”, “**your**” and “**user**” refers to any individual who accesses the Services. If you access the Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to this Agreement and, in that case, “you”, “your” or “user” will refer to that entity.

Please read this Agreement carefully before you start to use the Services. By using the Services or by clicking to accept or agree to this Agreement when this option is made available to you, you accept and agree to be bound and abide by this Agreement, including our [Privacy Policy](#), which is incorporated herein by this reference and explains our personal data handling practices. If you do not want to agree to the terms of this Agreement (or our [Privacy Policy](#)) or any part thereof, you must not access or use the Services.

Feel free to print and keep a copy but please understand that we reserve the right to change any of the terms and conditions herein at any time in our discretion, and may or may not provide you notice of such changes. The latest version of this Agreement, with its date of update, can be always found on this page. You agree and understand that by accessing or using the Services following any change to this Agreement your access or use of the Services shall constitute your agreement to the amended Agreement, and you agree to be legally bound by its terms and conditions as amended. You should, therefore, read this Agreement from time to time. In the event that you do not agree with any such amended terms and conditions, your sole and exclusive remedy is to cease your use of the Services.

In the circumstance where any of the Services are subject to additional terms or agreements to this Agreement, in the event of conflict, the provisions of the additional terms or agreements shall prevail.

IF ANY TERM OR CONDITION OF THIS AGREEMENT IS UNACCEPTABLE TO YOU, YOU SHOULD NOT ACCESS OR USE THE SERVICES.

THE SERVICES WERE NOT DEVELOPED FOR, AND ARE NOT OFFERED TO POLITICALLY EXPOSED PERSONS (“**PEPs**”), OR PERSONS OR ENTITIES WHO

RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE OR PRINCIPAL PLACE OF BUSINESS IN THE UNITED STATES OF AMERICA (INCLUDING ITS TERRITORIES AND POSSESSIONS), ANY RESTRICTED JURISDICTION OR COUNTRY SUBJECT TO ANY SANCTIONS OR RESTRICTIONS PURSUANT TO ANY APPLICABLE LAW, OR ANY OTHER COUNTRY TO WHICH THE UNITED STATES, THE UNITED KINGDOM, CANADA, THE EUROPEAN UNION OR ANY OTHER JURISDICTION EMBARGOES GOODS OR IMPOSES SIMILAR SANCTIONS (COLLECTIVELY, THE “**RESTRICTED JURISDICTIONS**” AND EACH A “**RESTRICTED JURISDICTION**”), OR ANY PERSON OWNED, CONTROLLED, LOCATED IN OR ORGANIZED UNDER THE LAWS OF ANY RESTRICTED JURISDICTION OR AFFILIATED WITH ANY SUCH PERSON, ANY PERSON LISTED ON ANY SANCTIONS LIST MAINTAINED BY THE UNITED STATES, THE UNITED KINGDOM, CANADA, THE EUROPEAN UNION OR ANY OTHER JURISDICTION (COLLECTIVELY, “**RESTRICTED PERSONS**”). THERE ARE NO EXCEPTIONS. IF YOU ARE A RESTRICTED PERSON OR LOCATED IN A RESTRICTED JURISDICTION, THEN DO NOT USE OR ATTEMPT TO USE THE SERVICES. USE OF ANY TECHNOLOGY OR MECHANISM, SUCH AS A VIRTUAL PRIVATE NETWORK, TO CIRCUMVENT OR ATTEMPT TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS STRICTLY PROHIBITED.

BY USING THE SERVICES, YOU REPRESENT THAT (A) YOU ARE NOT A RESTRICTED PERSON; AND (B) YOU (INCLUDING, IF APPLICABLE, YOUR INDIVIDUAL OWNERS, REPRESENTATIVES, EMPLOYEES, OR ANY OTHER PERSON WITH ACCESS TO YOUR ACCOUNT) WILL NOT COORDINATE, CONDUCT OR CONTROL (INCLUDING BY, IN SUBSTANCE OR EFFECT, MAKING DECISIONS WITH RESPECT TO) YOUR USE OF THE SERVICES FROM WITHIN ANY RESTRICTED JURISDICTION.

NEITHER WE NOR OUR SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY ACTIVITIES THAT YOU ENGAGE IN WHEN USING ANY ONLINE SERVICES OR BLOCKCHAIN TECHNOLOGIES NOT PROVIDED BY US.

By using the Services, you represent and warrant that you are a valid legal person or entity, and if an entity, you are in good standing in your jurisdiction of organization/formation, or if an individual, of legal age to form a binding contract with us, and that you otherwise meet all of the foregoing eligibility requirements and will comply with the terms of this Agreement. You further represent and warrant that you are not engaged in the direct or indirect proceeds of any criminal, fraudulent or otherwise or illicit activity, you are not a PEP, Restricted Person or acting on their behalf or that of someone in a Restricted Jurisdiction, your access, or attempt to access the Services will not use any technology for the purposes of circumventing any restrictions set forth in this Agreement, and you agree to be legally bound by the terms and conditions of this Agreement in their entirety. If you do not meet all of these requirements, you must not access or use any of the Services.

## Accessing the Services

We reserve the right to withdraw or amend the Services, and any service or material we provide on the Services, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may also restrict access to some parts of the Services, or the entire Services, by any user in our discretion.

You are responsible for:

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Services on your behalf are aware of this Agreement and comply with it.

To access the Services you may be required to connect a digital wallet or create login credentials. You agree to notify us immediately of any unauthorized access to or use of your digital wallet, login credentials or other means you use to access the Services, or any other breach of security. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your seed phrase, keys, password or other sensitive information, as applicable.

We have the right to disable any username, password, digital wallet, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

You understand and agree that your content may be transferred unencrypted and may involve (a) transmissions over various networks; and (b) posting of your Transactions on Blockchains, which are available for the public to see.

## Transactions

The App is a web-based, non-custodial front-end aggregator platform bringing together access to third party networks/platforms through a single user interface. We do not operate a digital-asset exchange, we do not clear or settle transactions, and we do not custody any assets. You acknowledge that when you engage in transactions using the App, you are interacting with a third party blockchain (i.e., a distributed ledger with growing lists of records, known as blocks, that are linked together via cryptographic hashes, referred to herein as a “**Blockchain**”) networks or protocols operated by third parties, and that your activity on such networks or protocols is done in your sole discretion.

Transactions you engage in on such third party networks or protocols, including a “swap”, “send” or “cross-chain swap,” (each such transaction you engage in will be referred to herein as a “**Transaction**”), requires the use of cryptocurrency, digital tokens or other digital assets (collectively, “**Digital Assets**”). In order for a Transaction to complete it must be confirmed and recorded on its associated Blockchain. Blockchains are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. By accessing the Services, you acknowledge and agree

that any Transaction may not be completed, or may be substantially delayed, which can carry substantial risks, which you hereby accept.

The Services do not store, transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise interact with any Digital Assets, security, financial instruments, or other digital or physical assets. The performance of all Transactions occurs on third-party platforms and are subject to their associated third-party terms, which by engaging in such Transactions, you also accept and agree to comply with.

You also acknowledge that once a Transaction posts to a Blockchain, it is immutable and cannot be undone or modified. If an issue arises due to network failure, smart contract bugs, protocol-level exploits, or due to other reasons, we have no ability to intervene, reverse, or resolve the issue. You assume all risks related to your Transactions, including those arising from incorrect inputs, network/protocol errors, and third party failures.

You are responsible for all fees associated with interacting with any Blockchain network, including validation fees (commonly referred to as “gas” fees), as well as any other fees the third party network or protocol may impose. Such fees are determined by the applicable network or third-party providers, may fluctuate significantly, and are outside of our control. Any fee information provided through the Services is for informational purposes only and may not reflect the actual fees required to complete a Transaction.

WE DO NOT GUARANTEE THAT ANY TRANSACTION WILL BE PROCESSED OR CONFIRMED, OR THAT ANY INFORMATION YOU OBTAIN PRIOR TO INITIATING A TRANSACTION, INCLUDING ASSOCIATED FEE INFORMATION WILL BE ACCURATE. WE CANNOT EFFECTUATE OR AFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSET, GIVEN THAT WE DO NOT OWN OR CONTROL THE NETWORKS/PROTOCOLS WITH WHICH YOU ENGAGE THROUGH THE USE OF THE SERVICES. YOU HEREBY ACCEPT AND ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT YOU OR THE APPLICABLE NETWORK/PROTOCOL MAKE IN CONNECTION WITH ANY TRANSACTION, NOR ANY FEES YOU INCUR. IT IS YOUR RESPONSIBILITY ALONE TO CONFIRM ALL THE DETAILS OF A TRANSACTION BEFORE ENGAGING IN IT.

## **iFrame Integration**

You agree and understand that by accessing, using, embedding or hosting our inline frame available on the Services (“**iFrame**”), you are agreeing to the terms of this Agreement. You further agree to the following additional terms, assuming we approve of your use of the iFrame:

- We grant you a revocable, non-exclusive, non-transferable, non-sublicensable, license to display the iFrame solely to facilitate user access to the frontend interface.
- You are solely responsible for ensuring that your platform’s end-users comply with our eligibility and geographic restrictions as same apply to you as set forth herein.

- You agree to fully indemnify, defend, and hold us harmless from any third-party claims, regulatory enforcement actions, or disputes arising directly or indirectly from your implementation, maintenance, or hosting of our iFrame or API tools.

If you would like to integrate our iFrame you will need to contact us. Please feel free to contact us by clicking the following link: [Partnership Enquiries](#)

### **Third-Party Services**

Our Services depend on, link to, or incorporate application programming interfaces (“**APIs**”) provided by the Blockchain networks/protocols you elect to use from the Services, and other service providers (such networks/protocols or service providers, each, a “**Third-Party Service**”). Third-Party Services are independent, and not owned or controlled by us. Your use of such Third-Party Services is governed by their respective terms and conditions, privacy policies, fee schedules and other documentation. Such terms and conditions may include separate fees and charges, as well as disclaimers or risk warnings on the accuracy of the information or the services they individually provide which may include a privacy policy that differs from our [Privacy Policy](#). You should read and understand the terms and conditions of Third-Party Services, including how they may collect and use your personal information. The respective terms and conditions of Third-Party Services also govern other matters, including but not limited to their eligible use requirements, restrictions on certain localities, prohibited users and other eligibility-related terms. As a result, you acknowledge that your access to and use of such Third-Party Services may be restricted, limited or prohibited, and you hereby accept this risk. You agree to comply with all applicable terms and conditions governing the use of Third-Party Services.

YOU AGREE AND UNDERSTAND THAT TRANSACTIONS ARE NOT PROVIDED BY US. YOU ACCEPT THEY ARE THE SOLE RESPONSIBILITY OF THIRD-PARTY PROVIDERS. WE DO NOT ACCEPT, AND YOU HEREBY RELEASE US FROM ANY RESPONSIBILITY OR LIABILITY ARISING BASED ON YOUR USE OF ANY SERVICES, ACTIONS, OR ACTIVITIES CONDUCTED BY THIRD-PARTY SERVICE PROVIDERS.

### **Third-Party Resources and Promotions**

The Services may contain references or links to third-party resources, 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 Services. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any such third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

### **Taxes**

#14673161v5\031305\0002

You are solely responsible for determining and fulfilling any tax obligations that may arise from your use of the Services. We do not report any taxes you may owe to any governmental authority as a result of your Transactions, and the third party networks/protocols with whom you interact may not do so either. It is your responsibility to report and remit any taxes, duties, or similar assessments that may be imposed by any governmental authority, and to maintain accurate records as required by applicable law.

## **Intellectual Property Rights**

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Services or their underlying software or systems.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.
- You must not access or use for any commercial purposes any part of the Services or any services or materials available through the Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of this Agreement, your right to use the

Services will stop immediately and you must then immediately destroy any copies of the materials you have made.

No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Services not expressly permitted by this Agreement is a breach thereof and may violate copyright, trademark, and other laws.

## **Trademarks**

Our name, logos, and all related names, logos, product and service names, designs, and slogans on the Services are our trademarks or those of our affiliates, third party networks, or licensors. You must not use any such materials, regardless of who posted them to the Services, without our prior written permission in each instance.

## **Compliance**

The Services may not be available or appropriate for use in all jurisdictions. By accessing or using the Services, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Services and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

We reserve the right to use publicly available information, as well as personal information we collect subject to our [Privacy Policy](#), to assess the risks associated with illicit or non-compliant activities, phishing, or other potential threats. You acknowledge and understand that when you access the Services compliance assessments of your use can be undertaken by Third-Party Services, the results of which are at the sole discretion of the third-party provider. We have no control over these Third-Party Services. We are not and cannot be responsible for the accuracy of the information or the services of such providers. These Third-Party Services are governed by their respective terms of use. We recommend you read them carefully prior to further accessing the Services.

We reserve the right, but do not undertake an obligation, to deploy automated screening mechanisms (including third-party analytics and IP geolocation tools) to monitor for illicit activities, fraud, phishing threats, or sanctioned entities or persons. If you believe you or your wallet address has been blocked or restricted from using the Services in error, please contact our Support Team. Keep in mind, however, that if the issue arises as a result of a network/protocol delay, we may be unable to assist you or resolve the issue.

You are strictly prohibited from utilizing virtual private networks, onion routing, proxy servers, or any other location-masking technologies to circumvent geographic restrictions or blockages implemented on the Services. Any such circumvention constitutes a material breach of this Agreement, and immediately voids your license to use the Services.

## **Phishing Alerts**

Houdini Swap may occasionally provide phishing and other potential risk alerts through the Services. These risk alerts are provided for informational purposes only, and we do not make any representations or warranties regarding their accuracy, completeness or reliability. You are solely responsible for the final decision as to the applicability and fitness of such alerts. You hereby acknowledge and agree that risk alerts are provided on an “as-is” basis, without any warranties or guarantees, and that you assume all the associated risks. Houdini Swap has no responsibility and shall not be held liable for any claims, damages or losses arising from or in any way relating to such alerts.

## **Amendment, Suspension or Termination**

You agree and understand that we may, in our sole discretion, change, suspend, discontinue, or terminate any aspect of the Services, or its availability to you, at any time and without notice and we do not accept any responsibility for any losses, whether direct or indirect, that you may incur as a result of our doing so.

## **Prohibited Use**

We may suspend or cancel your use of the Services for any reason, including if we believe you have engaged in or are about to engage in any kind of fraud, if required pursuant to applicable laws, or if you violate these Terms of Use. We may provide you with notice of suspension but do not undertake an obligation to do so.

You may use the Services only for lawful purposes and in accordance with this Agreement. In addition, you agree not to use the Services:

- In any way that violates any applicable law or regulation (including, without limitation, any laws regarding the export of data or software to or from any jurisdiction).
- To exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate us, any of our employees, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm us or users of the Services or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair them, or interfere with any other party's use of the Services, including their ability to engage in real time activities.
- Use any content available on or via the Services, any portion thereof, or any output generated, for training or fine tuning any machine learning or artificial intelligence tool, software or platform.
- Use any content available on or via the Services, any portion thereof, or any output generated, for the purpose of identifying a specific individual or extracting personal information.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored (if applicable), or any server, computer, or database connected to the Services or used to make them available.
- Copy, mirror or otherwise attempt to replicate or reproduce the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.
- Violate or circumvent any legally imposed compliance measures implemented by us.
- Use or attempt to use another user's wallet or credentials without authorization or access the Services through unauthorized integrations or smart-contract calls.
- Introduce, deploy, or interact with any smart contract or code designed to extract data or assets from other users or from the Services without consent.
- Exploit or attempt to exploit any vulnerability, bug, or malfunction in the Services for any reason, including personal gain.
- Collect, harvest, or attempt to collect wallet addresses, transaction data, or personal information from other users.
- Attempt to deanonymize or re-identify any user or participant from blockchain data.
- Provide false, inaccurate, or misleading information during registration, verification, or interaction with the Services.
- Engage in any activity that, in our sole judgment, poses a risk of legal liability, regulatory exposure, reputational harm, or disruption to the integrity or operation of the Services.

- Engage in, promote, or facilitate money laundering, terrorist financing, sanctions evasion, or any other unlawful financial activity.
- Transact on behalf of, or for the benefit of, any Restricted Person or any person or entity located in a Restricted Jurisdiction.
- Engage in coordinated, collusive, or deceptive trading activity, including wash trading, spoofing, layering, front-running, or any conduct intended to mislead or distort market or event results.

## Feedback

You may from time to time provide us or other users with comments, suggestions, ideas, bug reports, ideas or other feedback, including, without limitation, about how to improve the Services (collectively, “**Feedback**”).

While you retain ownership of all intellectual property and other rights in Feedback, by forwarding to us or uploading such Feedback, you grant us a worldwide, royalty-free, unlimited, irrevocable, transferable, sublicensable, fully paid up and royalty free license to use, copy, distribute, publish, create derivative works of, display, perform and send such Feedback in any manner in accordance with applicable laws and regulations. All such Feedback will be considered non-confidential and non-proprietary.

You represent and warrant that:

- You own or control all rights in and to the Feedback, and have the right to grant the license granted above.
- All of your Feedback does and will comply with this Agreement.

## Risks

You are solely responsible for any Transactions or interactions you initiate on the Services, and for all fees that you may incur as a result of your use of the Services. The timing of Transactions can vary the fees you incur, and such timing is not always in your control.

Under certain market conditions, it may be difficult to trade Digital Assets.

Use of our Services may be subject to expropriation, theft, or unauthorized access. Hackers or other malicious actors may attempt to interfere with our Services or your use thereof in a variety of ways, including, but not limited to, use of malware, denial of service attacks, Sybil attacks, and spoofing.

The information on our Services may not always be entirely accurate, complete, or current. You should verify all information before relying on it. We do not guarantee that our Services will be error free or available without interruption.

The Services may be subject to system limitations, outages, latency, maintenance, and capacity constraints.

You should verify all information before relying on it. Information provided by us or Third-Party Services can be inaccurate or subject to sudden change.

### **No Financial or Investment Advice**

You understand that we do not act as your financial advisor, investment manager, arranger, introducer, or commodity trading advisor, or otherwise interact with, or with respect to your activities on the Services. It is your responsibility and you are solely responsible for your decisions regarding how, when, and with whom you interact or transact through the Services. It is also your responsibility to ensure you understand Digital Assets, how they work, what their value is, and the risks involved in using or interacting with smart contracts, as there are significant risks in doing so, all of which you solely assume.

You agree and understand that all decisions you make when using the Services are made solely by you. You agree and understand that under no circumstances will the operation of our Services or your use of them be deemed to create a relationship that includes the provision of or tendering of investment advice. NO FINANCIAL, INVESTMENT, TAX, LEGAL, OR SECURITIES ADVICE IS GIVEN THROUGH OR IN CONNECTION WITH THE SERVICES. No content found on our Services, whether created by us, our service providers, our business partners, Third-Party Services, or another user, is or should be considered same.

You agree and understand that we accept no responsibility whatsoever for and shall in no circumstances be liable in connection with, your decisions or your use of the Services.

### **Force Majeure**

You agree and understand that in no event shall we be liable for any delays, failure in performance or interruption of the Services, including those which result directly or indirectly from any cause or condition, whether or not foreseeable, beyond our reasonable control, including, but not limited to, any act of God, nuclear or natural disaster, epidemic, action or inaction of civil or military authorities, act of war, terrorism, sabotage, civil disturbance, strike or other labor dispute, accident, state of emergency or interruption, loss, or malfunction of equipment or utility, communications, computer (hardware or software), Internet or network provider services.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that the Services or any content thereon or available therethrough will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection, accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DENIAL OF SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICES, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES.

YOUR USE OF THE SERVICES, THEIR CONTENT, CONTENT PROVIDED BY OTHER USERS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, CONTENT PROVIDED BY OTHER USERS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES, INCLUDING INFORMATION RELATING TO TRANSACTION CONVERSION RATES OR DIGITAL ASSET PRICES, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US, MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, CONTENT PROVIDED BY OTHER USERS, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of Liability**

All information provided in connection with your access and use of the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information displayed in the Services or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice is appropriate.

This Agreement is not intended to, and expressly does not, create or impose any fiduciary duties on us. 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 forth expressly herein.

WE AND OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SERVICE PROVIDERS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**COMPANY PARTIES**”) SHALL NOT HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER NON-DIRECT DAMAGES HEREUNDER REGARDLESS OF HOW ARISING OR IF SUCH PARTIES WERE AWARE OF THE POSSIBILITY OF THEM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY PARTIES’ TOTAL AGGREGATE LIABILITY HEREUNDER EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend and indemnify the Company Parties from and against any and all third party claims, suits, actions, proceedings, damages, judgments, awards, losses, liabilities, costs, and expenses (including reasonable attorneys’ and legal fees) (collectively, the “**Claims**”) arising out of or relating to: (a) your breach of any terms of this Agreement, (b) your use of the Services, (c) your content, inputs, prompts, instructions, or other materials you submit, transmit, publish, or make available through the Services, (d) your violation of applicable law or regulation, (e) your use of illicit funds or violation of any anti-money laundering or sanctions laws; or (f) your violation of any third party rights, including intellectual property or privacy rights.

### **Release and Hold Harmless**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING THE GENERALITY OF THE RISKS DISCLOSED IN THESE TERMS OF USE, THE COMPANY PARTIES SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE, WAIVE, AND HOLD HARMLESS THE COMPANY PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO: (A) YOUR USE OF, OR INABILITY TO USE, THE SERVICES, OR ANY PART THEREOF; (B) ANY INACCURACIES, DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN ANY INFORMATION, CONTENT, OR FUNCTIONALITY PROVIDED THROUGH THE SERVICES; (C) ANY MODIFICATION, SUSPENSION, INTERRUPTION, OR DISCONTINUATION OF THE SERVICES, INCLUDING OUTAGES, MAINTENANCE, SYSTEM FAILURES, OR DEGRADED PERFORMANCE; (D) YOUR DEVICES, NETWORKS, SYSTEMS, SOFTWARE, OR INTERNET CONNECTIVITY, INCLUDING ANY MALFUNCTIONS, DELAYS, SECURITY BREACHES, OR UNAUTHORIZED ACCESS AFFECTING YOUR USE OF THE SERVICES; (E) ANY THIRD-PARTY MATERIALS, NETWORKS OR PROTOCOLS, OR THEIR ACTIONS; (F) ANY ACTION

OR INACTION TAKEN BY ANY OF THE COMPANY PARTIES, OR BY LAW ENFORCEMENT OR GOVERNMENT AUTHORITIES, IN CONNECTION WITH ANY INVESTIGATION RELATED TO THE SERVICES OR OUR USERS; (G) YOUR FAILURE TO COMPLY WITH THESE TERMS OF USE OR ANY APPLICABLE LAWS, REGULATIONS, OR THIRD-PARTY TERMS; (H) ANY FEES OR CHARGES YOU INCUR WHILE USING THE SERVICES OR ANY THIRD PARTY NETWORK OR PROTOCOL; (I) ANY DECISIONS YOU MAKE OR ACTIONS YOU TAKE; (J) ANY INTERACTIONS, COMMUNICATIONS, TRANSACTIONS, OR DISPUTES BETWEEN YOU AND ANY OTHER PARTY; (K) ANY TAXES, DUTIES, OR GOVERNMENTAL CHARGES ARISING FROM YOUR USE OF THE SERVICES, INCLUDING YOUR FAILURE TO REPORT OR PAY SUCH TAXES; (L) ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNT, INCLUDING ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF YOUR SEED PHRASE OR KEYS TO YOUR DIGITAL WALLET, IF APPLICABLE; (M) ANY EVENTS BEYOND OUR REASONABLE CONTROL, INCLUDING ACTS OF THIRD PARTIES, ACTS OF GOD, NATURAL DISASTERS, WAR, TERRORISM, CIVIL UNREST, LABOR DISPUTES, INTERNET OR TELECOMMUNICATION FAILURES, OR GOVERNMENTAL ACTIONS; OR (N) ANY AUTOMATIC LIQUIDATION, FORECLOSURE, OR SIMILAR ENFORCEMENT EVENT, INCLUDING ANY PARTIAL OR FULL LIQUIDATION OF ASSETS, THAT OCCURS PURSUANT TO THE TERMS OF ANY SMART CONTRACT OR AS A RESULT OF MARKET CONDITIONS, ORACLE DATA, OR NETWORK/PROTOCOL RULES, WHETHER OR NOT NOTICE IS PROVIDED.

### **Code of Conduct**

We expect that you treat our team members, including our Customer Support Team, with the same respect you would expect to be treated yourself. Any use of inappropriate or abusive language or conduct towards any of our team members is strictly prohibited. Examples include, but are not limited to, verbal threats, harassment, aggressive comments, or behavior that is disrespectful. This type of behavior is a direct violation of this Agreement. If you engage in this type of behavior, we will politely ask you to stop. If you continue to engage in this type of behavior, we will take any and all actions necessary to prevent you from communicating with us further.

### **Press Guidelines**

We encourage and hereby authorize press and media to refer to Houdini Swap, provided that any reference is accompanied by: Attribution to Houdini Swap, and A hyperlink to [Houdiniswap.com](https://houdiniswap.com), when possible. For all press and media inquiries, please email [ops@houdiniswap.com](mailto:ops@houdiniswap.com)

### **Dispute Resolution**

Subject to the remainder of the terms of this Agreement, you and Houdini Swap agree and understand that any controversy, claim, or dispute arising out of or relating to this Agreement or the Services – past, present, or future – shall be settled solely and exclusively by binding arbitration administered by the Canadian Arbitration Association

(the “**CAA**”) in accordance with the CAA Arbitration Rules then in effect. Arbitration is to be held in Saint Vincent and the Grenadines, or another mutually agreeable location, including remotely by way of video conference. A mediator may be appointed by mutual agreement.

You and Houdini Swap expressly agree that any dispute about the scope of this Agreement to arbitrate and/or the arbitrability of any particular dispute shall be resolved in arbitration in accordance with this section. You and Houdini Swap expressly agree that an arbitrator may issue all appropriate declaratory and injunctive relief necessary to ensure the arbitration of disputes (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim).

You and Houdini Swap agree that the arbitrator shall have the authority to order any remedies, legal or equitable, which a party could obtain from a court of competent jurisdiction in an individual case based on the claims asserted, and nothing more. The arbitrator shall not award punitive or exemplary damages to either party, unless such remedies would otherwise be available under applicable law. You and Houdini Swap agree to keep any arbitration strictly confidential.

You and Houdini Swap agree to act in good-faith, informal efforts to resolve any disputes. A party who intends to seek arbitration must first send to the other a written Notice of Dispute (“**Dispute Notice**”). Any Dispute Notice to Houdini Swap must be sent to ops@houdiniswap.com (“**Notice Address**”). Any Dispute Notice to you by Houdini Swap will be sent to the email address, or social media profile, made available to us through your accessing the Services. Any Dispute Notice must include: (a) the name, address, and email address of the party providing the Dispute Notice; (b) a description of the nature and basis of the claim or dispute; (c) an explanation of the specific relief sought and the basis for this relief. Any Dispute Notice from you must be individualized, meaning it can only concern your dispute and no other person’s dispute. Any Dispute Notice from Houdini Swap must be individualized, meaning it can only concern you and no other person. You also agree that, after sending a Dispute Notice to Houdini Swap, at our request you will personally participate in a discussion by telephone, or via an agreed third-party platform such as Telegram, with us to discuss whether an agreement can be reached to resolve the claim before arbitration is initiated. We also agree to participate in such a telephone discussion at your request. Any informal dispute resolution conferences shall be individualized, such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, unless mutually agreed to by the parties. You agree that compliance with these informal dispute resolution procedures is a condition precedent to commencing arbitration, and that the arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures.

If you and Houdini Swap do not reach an agreement to resolve a claim within 60 days after a Dispute Notice is received, you or Houdini Swap may commence an arbitration

proceeding; except that, if either you or Houdini Swap send the other an incomplete Dispute Notice, the 60-day period begins only after a complete Dispute Notice is received, and if either you or Houdini Swap request a telephone discussion, the 60-day period begins only after the discussion has occurred. Any statute of limitations and any filing fee deadlines shall be tolled while the parties engage in these informal dispute resolution procedures.

Should any dispute proceed to arbitration, you and Houdini Swap agree that; (i) the arbitration shall be conducted by one neutral arbitrator; (ii) each side agrees to bear its own legal fees, costs, and expenses, unless such remedies would otherwise be available under applicable law, or unless the arbitrator finds that a claim, counterclaim, or defense is frivolous or brought for an improper purpose; and, (iii) all pleadings submitted in arbitration are subject to sanctions being imposed where the arbitrator finds the pleadings are submitted for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation. The arbitrator may issue orders (including subpoenas to third-parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. You and Houdini Swap agree to abide by all decisions and awards rendered in such proceedings and you and Houdini Swap agree that such decisions and awards rendered by the arbitrator shall be final and conclusive.

To the extent you or Houdini Swap seek emergency relief in connection with any controversy, claim, or dispute arising out of or relating to this Agreement or the breach thereof, or your relationship with Houdini Swap, you and Houdini Swap agree that the this Agreement restricts you or Houdini Swap from seeking emergency relief from any court, including without limitation temporary restraining orders and/or preliminary injunctions, and you and Houdini Swap agree that, to the extent either party breaches this Agreement by seeking such relief from a court, that party shall be responsible for paying the opposing party's legal fees in opposing such relief, and the arbitrator shall render an award of such legal fees at the earliest possible time after such fees are incurred. You and Houdini Swap agree that you or Houdini Swap may, without inconsistency with this arbitration provision, apply to any competent court hereunder for an order enforcing the arbitral award. You and Houdini Swap irrevocably and unconditionally agree to waive any objection that you or Houdini Swap may now or hereafter have to the laying of a venue of any action or proceeding relating to enforcement of the arbitral award in the courts of Saint Vincent and the Grenadines.

In arbitration the parties waive their rights to have a jury trial. If for any reason this arbitration section becomes not applicable or for any other reason litigation proceeds in court then you and Houdini Swap agree; (i) to the fullest extent permitted by applicable laws and regulations, hereby irrevocably waive all right to trial by jury as to any issue relating hereto in any action, proceeding, or counterclaim arising out hereof, or any other matter involving us hereto; and, (ii) submit to the exclusive jurisdiction and venue of the relevant courts located in Saint Vincent and the Grenadines and you agree not to institute any such action or proceeding in any other court in any other jurisdiction.

You and Houdini Swap agree to arbitrate solely on an individual basis, and agree and understand that this Agreement does not permit a class action or private attorney general litigation or arbitration of any claims brought as a plaintiff or class member in any class or representative arbitration proceeding or litigation ("**Class Action Waiver**"). The arbitral or other tribunal may not consolidate more than one claimant's claims and may not otherwise preside over any form of a representative or class proceeding. Nothing in this paragraph shall be construed to prohibit settlements on a class-wide or representative basis. If any portion of this arbitration clause is held to be invalid or unenforceable, the remaining portions will nevertheless remain in force. In any case in which (i) the dispute is filed as a class or representative action and (ii) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. Additionally, if a court determines that a public injunctive relief claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court after any individual claims are arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded in arbitration.

Even if you and Houdini Swap have entered into any other agreement, this dispute resolution section shall govern the resolution of any and all disputes arising from or related to the relationship between you and Houdini Swap. You agree that this section herein has been included to rapidly and inexpensively resolve any disputes with respect to the matters described herein, and that this section shall be grounds for stay or dismissal of any court action commenced by you with respect to a dispute arising out of such matters. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

Notwithstanding any of the foregoing agreements, you acknowledge and agree that we may initiate an action for injunctive relief in any applicable jurisdiction, to protect our Services, enforce our intellectual property rights, or seek protective measures to prevent you from causing us, our users or partners, or the Services harm.

## **Miscellaneous Terms**

**Severability.** You agree that if any provision herein, or application thereof, shall be determined to be invalid or unenforceable under any rule, law, or regulation or by any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law. You further agree that the validity of or enforceability of any other provision (or of such provision, to the extent its application is not invalid or unenforceable) of this Agreement shall not be affected.

**Change of Control.** In the event that we or our business are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or

assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

**Survival.** You agree that all provisions herein, which by their nature extend beyond the termination or expiration hereof, including, but not limited to, sections pertaining to suspension, investigations, remedies for breach, termination, debts owed, right to offset, unclaimed funds, general use of the Services, disputes with us, and general provisions, shall survive the termination or expiration hereof.

**Interpretation.** Section headings herein are for convenience only, and do not govern the meaning or interpretation of any provision hereof. Unless the express context otherwise requires: (i) the words “hereof,” “herein,” “hereunder” “hereto” and words of similar import, when used herein, shall refer to this Agreement as a whole and not to any particular provision; (ii) the terms defined in the singular have a comparable meaning when used in the plural and vice versa; (iii) wherever the word “include,” “includes” or “including” is used herein, it shall be deemed to be followed by the words “without limitation”; (iv) the word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply “if”; and (v) the word “or” shall not be interpreted to be exclusive.

**English Language Controls.** Notwithstanding any other provision herein, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language.

**Assignment.** This Agreement, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

**Governing Law.** This Agreement, your use of the Services, your rights and obligations, and all actions contemplated by, arising out of or related to herein shall be governed by the laws of Saint Vincent and the Grenadines, as if this Agreement is a contract wholly entered into and wholly performed within Saint Vincent and the Grenadines.

**No Third Party Beneficiaries.** Except as expressly set forth in this Agreement with respect to Company Parties, this Agreement is for the sole benefit of you and us, and does not create any third-party beneficiary rights.

**Entire Agreement.** This Agreement comprises the entire understanding and agreement entered into by and between you and Houdini Swap as to the subject matter herein.