

Terms of Service

Version dated 10 September 2025

1. Welcome to yeap.finance and the Interface!

These Terms of Use (the "Terms") – as may be updated from time to time – govern your access to and use of the Services (as defined below). The Services are brought to you by Yeap Labs or its affiliates ("we," "us," "our," or "ours"). By accessing or using our Services, you expressly and irrevocably acknowledge that you have read, understood, and accepted everything outlined herein, including the "Assumption of Risk" and "Limitation of Liability" subsections of these Terms.

yeap.finance provides information and resources about the fundamentals of the decentralized non-custodial liquidity protocol called the Yeap Protocol, comprised of open-source self-executing smart contracts that are deployed on Aptos, a permissionless public blockchain (the "Yeap Protocol" or the "Protocol"). The Protocol is permissionless, autonomous, transparent and auditable by all. Prior to any token issuance by the Protocol, we shall be responsible for managing and operating any version of the Yeap Protocol on any blockchain network. After token issuance, the Protocol will be controlled solely by our token holders. We shall neither manage, control nor operate any version of the Yeap Protocol on any blockchain network, ensuring complete decentralized protocol management by token holders.

Our Services' interface (the "Interface"), which is hosted on app.yeap.finance, is an independent interface providing one of the available applications through which users, via their self-custodial wallets, interact with the Yeap Protocol.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND WE AGREE THAT ANY DISPUTES RELATING TO THE SERVICES (AS DEFINED BELOW) WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

You enter into a legally binding Agreement.

BY ACCESSING OR USING OUR SERVICES, WHICH INCLUDE OUR VARIOUS WEBSITES, INCLUDING, WITHOUT LIMITATION, YEAP.FINANCE AND APP.YEAP.FINANCE (AND ANY RESPECTIVE SUBDOMAINS, COLLECTIVELY, THE "SITE"); APPLICATIONS, AND OTHER SERVICES THAT LINK TO THESE TERMS, AS WELL AS ANY INFORMATION, TEXT, LINKS, GRAPHICS, PHOTOS, AUDIO, VIDEO, OR OTHER MATERIALS STORED, RETRIEVED OR APPEARING THEREON, WHETHER ACCESSED THROUGH THE SITE OR OTHERWISE

(COLLECTIVELY, THE "SERVICES"), YOU SHALL BE DEEMED TO HAVE ACKNOWLEDGED THAT YOU DO SO WITH FULL CONSENT TO AND FULL KNOWLEDGE OF THESE TERMS, HAVE READ THESE TERMS ENTIRELY IN ADVANCE AND HAVE ENTERED INTO A LEGALLY BINDING AGREEMENT WITH US THAT INCLUDES THESE TERMS AND OTHER POLICIES POSTED ON THE SITE (COLLECTIVELY, THE "AGREEMENT").

To the extent that there is a conflict between these Terms and any applicable additional terms, these Terms will prevail unless expressly stated otherwise. If you don't agree with these Terms, you may not use the Services and should not visit the Site or otherwise engage with the Services.

Use of the Services

We do not provide financial, legal, or tax advice. Consult a professional advisor before accessing or using the Services or making decisions related to or engaging in any transactions with the Protocol.

To access or use the Services, you must legally be able to enter into the Agreement. By accessing or using the Services, you represent and warrant that you meet the eligibility requirement as below:

- You are of legal age in your jurisdiction of residence and have full legal capacity to enter into and comply with these Terms. You are not a minor under the laws applicable to you;
- you are not using the Services for money laundering or any illegal activity;
- you have not engaged in fraudulent activity;
- you have not acquired crypto assets using inappropriate methods, including the use of stolen funds to purchase such assets;
- you are not located in, incorporated in, or residing in countries or jurisdictions where the Services is prohibited by law;
- you are not the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction;
- neither you, as an individual or an entity, nor your wallet address is listed on the Specially Designated Nationals and Blocked Persons List, Consolidated Sanctions List, or any other sanctions lists administered by OFAC; and

- you are not located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Côte d'Ivoire, Cuba, Belarus, Iran, Iraq, Liberia, North Korea, Sudan, and Syria.

If you do not meet the any of the above eligibility requirement, you must not access or use the Services. You acknowledge that it is your sole responsibility to ensure that your access to and use of the Services complies with all applicable laws and regulations.

We may update the Services and the Terms.

We may change or update the Services, the Agreement, and any part of the Terms at any time, for any reason, at our sole discretion. Once any part of the Agreement is updated and in effect, you will be bound by the Agreement if you continue to access or use the Services. We may, at any time, and without liability to you, modify or discontinue all or part of the Services.

YOU SHOULD REVIEW THE TERMS FROM TIME TO TIME TO ENSURE THAT YOU UNDERSTAND THE TERMS THAT APPLY TO YOU WHEN YOU ACCESS OR USE THE SITES AND SERVICES.

You are responsible for understanding and accepting Risks of the Services.

Before interacting with the Services or Protocol, you are strongly encouraged to thoroughly review the Risk Disclosures posted on the Site together with the "Assumption of Risk" subsection. The Risk Disclosures, together with the "Assumption of Risk" subsection, outlines the significant risks associated with decentralised finance applications, blockchain technology, and digital assets. BY USING THE SERVICES AND PROTOCOL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE RISKS DETAILED IN THE RISK DISCLOSURES AND THE "ASSUMPTION OF RISK" SUBSECTION. We disclaim all liability for losses resulting from these inherent risks, including but not limited to, smart contract vulnerabilities, market volatility, unforeseen interactions with other blockchain protocols, services, and products. Your continued use of the Services and Protocol signifies your acceptance of these risks and your agreement to be bound by the terms outlined in the Risk Disclosures and the Terms.

2. Services

Users may access or use our Services to supply their liquidity or borrow assets.

Earn

The Services displays a selection of vaults from the Protocol (the "Vaults"). A user can view information for each of those Vaults, such as the name of the curator, where the Vaults allocates

liquidity, and various risk parameters and other information associated with the Vaults. Curators, as referenced herein, include, without limitation, all those designated as curators, governors, or administrators on the Site.

The information displayed is subject to change and adjustment in accordance with changes in the underlying Borrow Market (as defined below) on the Protocol, which are dynamic, and with the development of the Services. It is the users' responsibility to review this information before making any decisions, and we are in no circumstances responsible for the users' decisions.

Users can choose a Vault to supply their liquidity to, according to their risk profile, and earn from borrowing interest without having to actively manage the risk of their position. The Vaults are non-custodial and the users may at all times remove their liquidity.

Users are responsible for carrying out their own due diligence before choosing a Vault, and for monitoring any changes made to the Vault over time.

Borrow

Users can choose one of the markets listed on the Protocol (the "Markets") depending on the assets they want to borrow and supply as collateral. Users choose the amount of collateral which in turn defines the loan amount that they can receive.

The pricing for a Market is determined by components as shown on the Yeap Protocol. We neither select any of these components nor otherwise determine the price of a Market. The oracle for any given Market is selected by the curator of the Market. We do not select, control, or monitor any oracle. Users acknowledge there is no guarantee that any oracle is correctly configured or priced.

When a user's loan to value (the "LTV") on a given market exceeds the market's Liquidation Loan-to-Value (the "LLTV"), the user's position is subject to liquidation by other users of the Protocol. To avoid being liquidated, Users must track their LTV in real-time and repay their loan if it approaches their set LLTV. You expressly acknowledge that by using the Markets to borrow that you must manage your own position in order to avoid being liquidated.

You also expressly acknowledge that certain voluntary features of the Markets, including the Multiply/Leveraged LP feature, may increase the risk of liquidation, and that you bear all risks associated with using any such feature. Users are responsible (a) for setting the parameters in line with the risks they are willing to take (b) for monitoring their LTV.

Auto-Deleverage Feature

The Auto-Deleverage feature provides access to an immutable and permissionless smart contract deployed on the blockchain that allows third parties to partially unwind your position under certain conditions.

Specifically, when your position exceeds configured thresholds that you determine, the position becomes available for liquidation by external arbitrage bots. These bots may repay part of your debt and sell your collateral to reduce your risk of liquidation.

We do not control, own, or operate the Auto-Deleverage contract or the Markets. This feature is offered “as is,” with no guarantees, warranties, or ongoing support. You are solely responsible for monitoring and managing your position at all times.

By opting in, you acknowledge and accept the risks associated with using this feature, including potential loss of assets during adverse or volatile market conditions.

The Services enable curators to create and configure Vaults.

We do not control, influence, permit or monitor the design, parameters, or operation of any Vaults created by any third party using the Services or otherwise created. All Vaults on the Site, are entirely user-generated, and we bear no responsibility for any aspect of their creation, management, or outcomes.

As a curator of a Vault, you acknowledge and agree that:

You assume full responsibility for all risks associated with the creation, deployment, and operation of your Vault, and of use of your Vault by any party. This includes, but is not limited to, risks arising from coding errors, vulnerabilities, hacks, attacks, or interactions with other users, other smart contracts or blockchain events.

We have no control over, and disclaims any responsibility for, the risk parameters, attributes, and performance of your Vault. You understand that we do not provide oversight or validation of your Vault’s design or execution.

You are solely responsible for determining and ensuring compliance with all applicable laws, regulations, and tax obligations in your jurisdiction and in the jurisdiction of users of your Vault. We will not be held liable for any legal or regulatory violations arising from your Vault, and it is your responsibility to ensure that your Vault operates within the applicable legal regime, including AML/KYC, sanctions compliance, and tax laws of your jurisdiction and in other jurisdictions whose law may apply to the users of your Vaults.

By creating and deploying a Vault, you agree to indemnify, defend, and hold harmless us and our affiliates from any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from or related to your Vault, including any third-party claims or legal actions of any kind.

yeap.finance is an informational resource about the Protocol; however, it is not the exclusive or sole source.

All information provided in connection with your access and use of the Services is intended for informational purposes only. While we strive to provide accurate and reliable information, we cannot guarantee the accuracy, completeness, or timeliness of the information provided. It is possible that the information may be outdated or subject to errors or omissions. The codebases of all the versions of the Yeap Protocol are maintained on each full network node of the relevant blockchain. You should not take, or refrain from taking, any action based on any information contained on yeap.finance, including, without limitation, the developer docs or any other information that we make available at any time, including blog posts, data, articles, links to third-party content, Discord content, news feeds, tutorials, tweets, and videos. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such site or resource.

Users retain full control over their crypto assets.

It is important to understand that neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Yeap Protocol; we do not have possession, custody or control over any crypto assets, or any user's funds. You understand that when you interact with Yeap Protocol, you retain control over your crypto assets at all times.

Users use third-party self-custodial wallets to interact with the Yeap Protocol; we have no control or guarantee over the wallets.

To interact with the Yeap Protocol using the Interface, you will need to connect and engage with it through your self-custodial wallet. It's essential to understand that your self-custodial wallet is provided by a third-party entity and is governed by separate terms and conditions set by the respective third-party service provider. These terms and conditions may involve additional fees, disclaimers, or risk warnings regarding the accuracy and reliance on the provided information. Reviewing and comprehending the terms and conditions associated with your chosen self-custodial wallet provider to ensure compliance and to be aware of any applicable charges or risks is your sole responsibility.

We are not intermediaries to blockchain transactions.

Due to the non-custodial and decentralized nature of the technology, we are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any decisions, actions, or transactions you make when using our Services. This includes, without limitation, any transactions you initiate with or through the Yeap Protocol or any other decentralized protocol, application, or service accessible via the Services. You are solely responsible for ensuring the accuracy, legality, and appropriateness of your interactions with any such third-party services, decentralized protocols, or smart contracts. We do not act as an intermediary, broker, agent, or fiduciary for any user or third party, and we disclaim any responsibility for the execution, settlement, or outcome of any transaction initiated by you.

We have no information about any Protocol transactions beyond what is publicly available via the blockchain.

You acknowledge that we do not have information regarding any Yeap Protocol transactions beyond what is available or obtainable publicly via the blockchain. However, we may collect information regarding the users of the Services in accordance with our privacy policy posted on the SITE.

There may be associated fees even if we do not charge any fee for the Services.

Transactions conducted via blockchain networks may be subject to various fees imposed by third parties for access to and use of such permissionless networks. These fees may include, without limitation, gas fees, which are network transaction fees paid to validators, block producers, or similar participants for the processing, validation, and confirmation of transactions on the relevant blockchain network. Additionally, certain decentralized protocols, applications, or third-party services that you access through the Services may impose separate fees, including but not limited to swap fees, liquidity provider fees, performance fees or fees associated with fiat on-ramp and off-ramp services. To the extent a counterparty is involved, such fees are determined, levied, and collected solely by the relevant third parties. You acknowledge and agree that certain blockchain network fees may be non-refundable in all circumstances, including but not limited to instances where a transaction is reverted, fails to execute, or is otherwise unsuccessful. You are solely responsible for understanding and bearing all costs, fees, and charges associated with your use of the Services, including those imposed by decentralized protocols, smart contracts, or third-party service providers. We make no representations, warranties, or guarantees as to the availability, accuracy, functionality, or suitability of any third-party services, fee structures, or transactions.

Transactions on the blockchain are not anonymous.

A widespread belief is that transactions involving blockchains are anonymous. In fact, a central feature of blockchains and thus, blockchain-based transactions, are that they are transparent. Your public key and your wallet address, which you need to buy or sell items on the blockchain, are visible to anyone. To the extent your public key or wallet address can be linked back to you, it would be possible for someone to determine your identity and the crypto assets you own.

You understand that the Interface is hosted at app.yeap.finance for storing and accessing data and content.

The Interface is hosted at app.yeap.finance, allowing us to store, access and retrieve users' data, content and files available on the public blockchain. For further details over the data collected by us and our internal control over collected data, please refer to "Privacy Policy" provided on the Site.

3. Assumption of Risk

The following section outlines key risks associated with accessing or using the Services. While we make our best efforts to provide a clear and comprehensive overview, this list of risks is not exhaustive. There may be other risks, known or unknown, inherent to blockchain technologies, smart contracts, or decentralized finance that are not expressly mentioned here. By using the Services, you acknowledge and accept that we cannot foresee or list all possible risks, and that you are solely responsible for assessing whether the Services are appropriate given your specific situation.

You assume the risks of engaging in novel and experimental technology.

Technologies such as smart contracts on various blockchains, cryptographic tokens generated by the smart contracts, and other nascent software, applications, and systems that interact with blockchain-based networks are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of crypto assets, their market value, or digital funds. We assume no liability or responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage in transactions using blockchain-based technology.

We are not liable for any third-party services or links.

We are not responsible for the content or services of any third-party, including, without limitation, any network or apps like Discord or MetaMask, and we make no representations regarding the content or accuracy of any third-party services or materials. The use and access of any third-party products or services, including through the Services, are at your own risk. Please note that we do not have control over third-party services. Consequently, we cannot guarantee, endorse, or recommend such content or services to users of the Interface, nor can we endorse their use for any specific purpose.

You agree to the automated collection and disbursement of proceeds by smart contracts.

You acknowledge and agree that all transactions accessed through the blockchain-based networks will be automatically processed using one or more smart contracts. By engaging in transactions using the Services, you acknowledge and consent to the automatic processing of all transactions in

connection with using the Services. You further acknowledge and agree that the applicable smart contract will dictate how the funds of a transaction and ownership of crypto assets are distributed.

You acknowledge the risks of using the Services.

You bear sole responsibility for evaluating the Services before using them, and all transactions on the blockchain are irreversible, final, and without refunds. The Services may be disabled, disrupted, or adversely impacted as a result of sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all the potential risks of using and accessing our Services. You agree to accept these risks and agree that you will not seek to hold any Yeap Labs Indemnified Parties responsible for any consequent losses.

You are solely responsible for the security of your self-custodial wallet.

You understand and agree that you are solely responsible for maintaining the security of your self-custodial wallet. You alone are responsible for securing your private keys. We do not have access to your private keys. Any unauthorized access to your self-custodial wallet by third parties could result in the loss or theft of any crypto asset or funds held in your account and any associated accounts. You understand and agree that we have no involvement in, and you will not hold us responsible for managing and maintaining the security of your self-custodial wallet. The private key associated with the self-custodial wallet address from which you transfer crypto assets or the private key associated is the only private key that can control the crypto assets you transfer into the smart contracts.

We reserve the right to restrict your access from engaging with the Services.

You agree that we have the right to restrict your access to the Services via any technically available methods if we suspect, in our sole discretion, that (a) you are using the Services for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired crypto assets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) you are the target of any sanctions administered or enforced by OFAC, the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List, Consolidated Sanctions List, or any other sanctions lists administered by OFAC; (f) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Côte d'Ivoire, Cuba, Belarus, Iran, Iraq, Liberia, North Korea, Sudan, and Syria; or (g) you have otherwise acted in violation of these Terms. If we have a reasonable suspicion that you are utilizing the Services for illegal purposes, we reserve the right to take whatever action we deem appropriate.

We do not guarantee the quality or accessibility of the Services.

As a condition to accessing or using the Services, you acknowledge, understand, and agree that from time to time, the Services may be inaccessible or inoperable for any reason, including, but not limited to, equipment malfunctions, periodic maintenance procedures or repairs, causes beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying blockchain infrastructure or unavailability of third-party service providers or external partners for any reason.

You acknowledge and agree that you will access and use the Services at your own risk. You should not engage in blockchain-based transactions unless it is suitable given your circumstances and financial resources. By using the Services, you represent that you have been, are, and will be solely responsible for conducting your own due diligence into the risks of a transaction and the underlying smart contracts and crypto assets.

Notwithstanding the provisions above in this subsection, these Terms do not entail any transfer, concession or licence of intellectual property rights or sui generis right of the database producer for the benefit of the users.

The Sites and Services, as well as each of the elements comprising each of them taken independently, notably the Sites, programs and developments, their structure, and the contents including data, texts, fixed or animated images, logos, sounds, graphics, photographs, files, are the exclusive property of ours or of third parties that have provided it or conceded the right to exploit them.

Any representation or reproduction, total or partial, of the Sites or of any of its elements without our express authorisation and would constitute an infringement and/or an act of unfair competition or parasitism. In any case, on any representation or reproduction authorised by us of all or part of the Sites or the elements that comprise it, the words "Copyright [current year] YEAP – all rights reserved" must appear.

The databases present on the Sites are protected by intellectual property and any extraction or reuse of qualitatively or quantitatively substantial content of the databases is prohibited and subject to penalty.

The brands and logos appearing on the Sites, social networks, etc., are trademarks registered by us or by third parties. Any reproduction, imitation, or use, total or partial, of these distinctive signs without the express authorisation of us or in violation of its intellectual property rights results in liability on the part of their author.

The other distinctive signs, notably the corporate names, commercial names, signs, domain names reproduced on the Sites are the property of ours or of third parties, and any reproduction thereof without express authorisation is likely to constitute identity theft that results in liability on the part of its author.

4. Taxes

You are responsible for your taxes and duties.

Users bear sole responsibility for paying any and all taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority associated with their use of the Services and/or payable as a result of using and/or exploiting any crypto assets and interacting with smart contracts. Blockchain-based transactions are novel, and their tax treatment is uncertain.

5. Ownership

We grant you a license to use our Services.

Contingent upon your ongoing compliance with the Agreement, we grant you a personal, worldwide, revocable, non-exclusive, and non-assignable license to use the software provided to you as part of our Services. The only purpose of this license is to allow you to use and enjoy the Services solely as permitted by these Terms.

We own all rights in the Services.

We own any and all right, title, and interest in and to the Services, including, without limitation, any and all copyrights in and to any content, code, data, or other materials that you may access or use on or through the Services. Except as expressly set forth herein, your use of or access to the Services does not grant you any ownership or other rights therein.

We may use and share your feedback.

Any comments, bug reports, ideas, or other feedback that you may provide about our Services, including suggestions about how we might improve our Services, are entirely voluntary. You agree that we are free to use or not use any feedback that we receive from you as we see fit, including copying and sharing such feedback with third parties, without any obligation to you.

6. Prohibited Content

You may only use the Services if you comply with this Agreement (including, without limitation, these Terms), applicable third-party policies, and all applicable laws, rules, regulations, and related guidance. The following conduct is prohibited:

- Engaging in or promoting any unlawful, fraudulent, or illegal activity in any applicable jurisdiction, including, without limitation, money laundering, financing terrorism, tax evasion,

violations of sanctions or export control laws, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons.

- Exploiting the Services for any unauthorized commercial purpose, including but not limited to resale, sublicensing, offering the Services to third parties, aggregating Services for resale, or using the Services to operate a service bureau or similar commercial service without our express permission.
- Uploading or transmitting viruses, worms, Trojan horses, time bombs, cancel bots, spiders, malware, or any other harmful or disruptive code that may affect the functionality or operation of the Services.
- Copying, reproducing, or making unauthorized use of any portion of the Services, including by attempting to reverse compile, disassemble, reverse engineer, frame, or otherwise derive the source code or underlying ideas.
- Harvesting, scraping, mining, or otherwise collecting data or information from the Services without authorization, including through automated means such as bots, spiders, or crawlers.
- Using the Services under false or fraudulent pretenses, including through impersonation, identity theft, use of fake credentials, or other deceitful conduct.
- Interfering with other users' access to or use of the Services.
- Interfering with or circumventing security features, access restrictions, usage limits, geofencing measures, or other technical limitations of the Services or any third party's systems, networks, or resources used in connection with the Services.
- Engaging in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract or protocol in connection with the Services (and actions technically permitted by a smart contract may nevertheless violate these Terms and applicable law).
- Engaging in any anticompetitive behaviour or misconduct, including but not limited to price fixing, market manipulation, or collusion.
- Engaging in any other conduct that violates the spirit or intent of these Terms, as determined by in our sole discretion.

Violating our rules may result in our intervention.

You agree and acknowledge that if you use the Services to engage in conduct prohibited by applicable law, we permanently reserve the right to completely or partially restrict or revoke your access to the Services, either completely or for a period of time, at our sole discretion. We reserve the right to amend, rectify, edit, or otherwise alter transaction data to remediate or mitigate any damage caused either to us or to any other person as a result of a user's violation of this Agreement or applicable law.

We reserve the right to investigate violations.

We reserve the right to investigate and prosecute any suspected breaches of this Agreement, including the Terms. We may disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

7. Disclaimers and Limitations of Liability

We make no representations or warranties.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS (COLLECTIVELY, THE "YEAP LABS INDEMNIFIED PARTIES") MAKE NO GUARANTEES OF ANY KIND IN CONNECTION WITH THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE YEAP LABS INDEMNIFIED PARTIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR:

- THE SERVICES BEING ACCURATE, COMPLETE, CURRENT, RELIABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. INFORMATION (INCLUDING, WITHOUT LIMITATION, THE VALUE OR OUTCOME OF ANY TRANSACTION) AVAILABLE THROUGH THE SERVICE IS PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS. ANY RELIANCE ON THE SERVICES IS AT YOUR OWN RISK.
- INJURY OR DAMAGE RESULTING FROM THE SERVICES. FOR EXAMPLE, YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE SERVICES MAY CONTAIN AUDIO-VISUAL EFFECTS, STROBE LIGHTS, OR OTHER MATERIALS THAT MAY AFFECT YOUR PHYSICAL SENSES AND/OR PHYSICAL CONDITION. FURTHER, YOU EXPRESSLY ACKNOWLEDGE THAT THE YEAP LABS INDEMNIFIED PARTIES ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY ANOTHER USER'S CONDUCT, UNAUTHORIZED ACTORS, OR ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES.

- VIRUSES, WORMS, TROJAN HORSES, TIME BOMBS, CANCEL BOTS, SPIDERS, MALWARE, OR OTHER TYPE OF MALICIOUS CODE THAT MAY BE USED IN ANY WAY TO AFFECT THE FUNCTIONALITY OR OPERATION OF THE SERVICES.

Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY YEAP LABS INDEMNIFIED PARTY BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

- THE SERVICES OR YOUR INABILITY TO USE OR ACCESS THE SERVICES.
- MISUSE OF THE SERVICES (INCLUDING WITHOUT LIMITATION, UNAUTHORIZED ACCESS OF THE SERVICES).
- ANY USER CONDUCT ON THE SERVICES.
- TERMINATION, SUSPENSION OR RESTRICTION OF ACCESS TO ANY THE SERVICES.

IN ADDITION TO THE FOREGOING, NO YEAP LABS INDEMNIFIED PARTY SHALL BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY:

- USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUCTED SMART CONTRACTS OR OTHER TRANSACTIONS.
- SERVER FAILURE OR DATA LOSS.
- THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF THE BLOCKCHAIN, ANY COMPUTER OR CRYPTO ASSET NETWORK (INCLUDING ANY WALLET PROVIDER), INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING, OR CYBERSECURITY BREACHES.
- ANY CHANGE IN VALUE OF ANY CRYPTO ASSET.
- ANY CHANGE IN LAW, REGULATION, OR POLICY.

- EVENTS OF FORCE MAJEURE.
- ANY THIRD PARTY.

THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE YEAP LABS INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

IN NO EVENT WILL THE YEAP LABS INDEMNIFIED PARTIES' CUMULATIVE LIABILITY TO YOU OR ANY OTHER USER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED ONE THOUSAND U.S. DOLLARS (U.S. \$1,000.00).

UNDER NO CIRCUMSTANCES SHALL ANY YEAP LABS INDEMNIFIED PARTY BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE, OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of certain warranties and liabilities provided in this section; accordingly, some of the above limitations and disclaimers may not apply to you. To the extent applicable law does not permit Yeap Labs Indemnified Parties to disclaim certain warranties or limit certain liabilities, the extent of Yeap Labs Indemnified Parties' liability and the scope of any such warranties will be as permitted under applicable law.

8. Indemnification

You agree to indemnify, defend, and hold harmless the Yeap Labs Indemnified Parties from any claim or demand, including reasonable attorneys' fees, due to or arising out of:

- Your breach or alleged breach of the Agreement (including, without limitation, these Terms).
- Anything you contribute to the Services.
- Your misuse of the Services, or any smart contract and/or script related thereto.

- Your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities.
- Your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right.
- Your use of a third-party product, service, and/or website.
- Any misrepresentation made by you.

You further agree to indemnify, defend, and hold harmless the Yeap Labs Indemnified Parties from any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) your interactions with any third-party services or platforms accessed through the Services or Protocol; (ii) your failure to comply with any applicable laws, regulations, or tax obligations in your jurisdiction or the jurisdiction of any user of any product or service based on the Services; (iii) any claims or disputes related to intellectual property, privacy, or data protection arising from content you generate or transactions you conduct on the Services or Protocol; and (iv) any regulatory enforcement actions or penalties imposed due to your use of the Services or Protocol.

This indemnification also extends to any intellectual property disputes arising from your use of the Services, including but not limited to claims related to copyright, trademark, or patent infringement. Additionally, you agree to indemnify, defend and the Yeap Labs Indemnified Parties harmless against any third-party claims related to your conduct, such as defamation, breach of contract, or violation of applicable laws and regulations.

With respect to all obligations of indemnification contained in these Terms, the Yeap Labs Indemnified Parties shall have the exclusive right to control any such action or proceeding and to determine whether we wish to settle, and if so, on what terms. You agree to cooperate fully with the Yeap Labs Indemnified Parties in defending any claims and to cover all costs associated with such defence, including reasonable attorneys' fees and expenses. You will not in any event settle any claim without our prior written consent.

Any Yeap Labs Indemnified Party not being a direct party to these Terms may enforce any rights granted to it under this section as if it were a party to these Terms. Notwithstanding any other provision of these Terms, the consent of or notice to any such third party shall not be required for any termination, variation, waiver, or settlement under these Terms. The Yeap Labs Indemnified Parties shall retain all rights under this section, and any such rights are cumulative and not exclusive of any other rights available at law or in equity.

9. Arbitration Agreement and Waiver of Rights, Including Class Actions

PLEASE READ THIS SECTION CAREFULLY: IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Agreement to Attempt to Resolve Disputes Through Good Faith Negotiations

Prior to commencing any legal proceeding against us of any kind, including an arbitration as set forth below, you and we agree that we will attempt to resolve any dispute, claim, or controversy between us arising out of or relating to the agreement or the Services (each, a “Dispute” and, collectively, “Disputes”) by engaging in good faith negotiations. Such good faith negotiations require, at a minimum, that the aggrieved party provide a written notice to the other party specifying the nature and details of the Dispute. The party receiving such notice shall have thirty (30) days to respond to the notice. Within sixty (60) days after the aggrieved party sent the initial notice, the parties shall meet and confer in good faith by videoconference, or by telephone, to try to resolve the Dispute. If the parties are unable to resolve the Dispute within ninety (90) days after the aggrieved party sent the initial notice, the parties may agree to mediate their Dispute, or either party may submit the Dispute to arbitration as set forth below.

Agreement to Arbitrate

You and we agree that any Dispute that cannot be resolved through the procedures set forth above will be resolved through binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The place of arbitration shall be the Cayman Islands. The language of the arbitration shall be English. The arbitrator(s) shall have experience adjudicating matters involving Internet technology, software applications, financial transactions and, ideally, blockchain technology. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” subsection of these Terms as to the types and amounts of damages for which a party may be held liable. The prevailing party will be entitled to an award of their reasonable attorney’s fees and costs. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

Changes

By rejecting any changes to these Terms, you agree that you will arbitrate any Dispute between you and us in accordance with the provisions of this section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

10. Waiver of Injunctive or Other Equitable Relief

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF THE SERVICES, OR ANY OTHER WEBSITE, APPLICATION, CONTENT, SUBMISSION, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY ANY YEAP LABS INDEMNIFIED PARTY.

11. Termination; Cancellation

This Agreement is effective unless and until terminated by either you or us. You may terminate your Agreement with us at any time by ceasing all access to the Services. If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement (including without limitation any provision of these Terms), we reserve the right to terminate our Agreement with you and deny you access to the Services. We further reserve the right to restrict your access to the Services or to stop providing you with all or a part of the Services at any time and for no reason, including, without limitation, if we reasonably believe: (a) your use of the Services exposes us to risk or liability; (b) you are using the Services for unlawful purposes; or (c) it is not commercially viable to continue providing you with our Services. All of these are in addition to any other rights and remedies that may be available to us, whether in equity or at law, all of which we expressly reserve.

WE RESERVE THE RIGHT TO MODIFY THE SERVICES AT ANY TIME, BUT WE HAVE NO OBLIGATION TO UPDATE THE SERVICES. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MONITOR CHANGES TO THE SERVICES THAT MAY AFFECT YOU. YOU AGREE THAT WE MAY REMOVE THE SERVICES AND/OR ANY CONTENT THEREON FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICES AT ANY TIME, WITHOUT NOTICE TO YOU.

12. Severability

If any provision of the Agreement (including, without limitation, these Terms) is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement. Such determination shall not affect the validity and enforceability of any other remaining provisions.

13. Assignment

The Agreement (including, without limitation, these Terms) may be assigned without your prior consent to any Yeap Labs Indemnified Party, or to its successors in the interest of any business associated with the Services provided by us. You may not assign or transfer any rights or obligations under the Agreement without our prior written consent.

14. Entire Agreement

The Agreement and any other policies or operating rules posted by us on the Services constitute the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). Any failure by us to exercise or enforce any right or provision of the Agreement (including, without limitation, these Terms) shall not constitute a waiver of such right or provision.

15. Governing Law

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Cayman Islands.

16. Contact Us

You may contact us with questions about your use of the Services at business@yeap.finance.