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PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY.

Last Updated: Sep 16, 2022

**1. General**

- 1.1. These Terms of Use, together with any applicable appendices and/or related documents designated by us from time to time, constitute a legally binding agreement (the “**Agreement**” or “**Terms of Use**”) made between you, whether personally or on behalf of an entity (“**you**” or “**User**”) and Alohomora Pte. Ltd. (“**Alohomora**”). The Agreement applies and governs your access to and use of the epETH Protocol, as well as the various platforms, applications, and Sites that are provided or owned by Alohomora and its related and/or affiliated organisations (referred to as “**Alohomora Entity**”, “**we**”, “**us**” and “**our**”).
- 1.2. We hereby remind you to read each clause of this Agreement carefully, including those exemption clauses that exempt or restrict the liability of Group entities and the restrictions on the User’s rights. Unless you have accepted the clauses of this Agreement, you have no right to access or use the epETH Protocol or the Site.
- 1.3. You agree that by using the epETH Protocol (including but not limited to depositing virtual assets into the epETH Protocol whether directly or indirectly through any agent or service provider) or accessing the Site, you have read, understood, and shall be deemed to accept and agree to be legally bound by these Terms of Use. If you do not agree with these Terms of Use, then you are expressly prohibited from using the epETH Protocol or Site and you must discontinue use immediately. These Terms of Use will also apply to any updates or upgrades provided by us that, amend, update, replace and/or supplement the epETH Protocol or the Site, unless such updates or upgrades are accompanied by separate terms in which case those separate terms shall apply.
- 1.4. This Agreement shall be read in conjunction with (and subject to) any other agreement between you and us where applicable and any additional terms and conditions that apply at the relevant time. To the extent of any inconsistency with this Agreement, the terms of any specific product, service or transaction apply to that product, service or transaction and any matters connected with it.
- 1.5. You must be able to form a legally binding contract online either as an individual or on behalf of a legal entity. You represent that, if you are agreeing to these Terms of Use on behalf of a legal entity, you have the legal authority to bind the company or other legal entity to these Terms of Use and you are at least 21 years old or the age of majority where you reside, can form a legally binding contract online, and have the full right, power and authority to enter into and to comply with the obligations under these Terms.

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- 1.6. Supplemental terms of use, additional guidelines, rules, conditions, or documents that may be posted by us on the Site from time to time are hereby expressly incorporated herein by reference. You agree to comply with these additional terms of use, guidelines, rules, and conditions, which are incorporated by reference into these Terms of Use.
  - 1.7. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change.
  - 1.8. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the epETH Protocol or the Site after the date on which such revised Terms of Use are posted.
  - 1.9. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction in which such distribution or use would be contrary to Laws or Regulatory Rules or which would subject us to any registration requirement within such jurisdiction. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local Laws or Regulatory Rules, if and to the extent local Laws or Regulatory Rules are applicable.
  - 1.10. These Terms of Use only govern our provision and your use of the epETH Protocol and the Site. Certain transactions and activities, including the provision of services or products may be performed or facilitated through or in conjunction with the epETH Protocol or the Site may be subject to separate or additional terms and conditions that you have to accept in order to enter into these transactions or perform these activities.

## **2. Interpretation**

- 2.1. In these Terms of Use:
  - a. “epETH Protocol” refers to the EPotter decentralised staking protocol.
  - b. “ETH” has the meaning given in clause 3.1.
  - c. “Feedback” has the meaning given in clause 9.4.
  - d. “Force Majeure Event” has the meaning given in clause 12.7.
  - e. “Group” means Alohomora Entity and its subsidiaries and affiliated companies that control, are controlled and/or under common control of Alohomora Entity; “Group Company” shall be construed accordingly.
  - f. “Intellectual Property Rights” has the meaning given in clause 9.1.
  - g. “Laws” means various laws, cases, bylaws, ordinances, directives, notices and

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regulatory guidance currently in force in Singapore or any other relevant countries or areas.

- h. “Regulatory Rules” means the regulations or any other laws, bylaws, ordinances, directives, notices and regulatory guidance released by any applicable regulatory body of any applicable jurisdiction from time to time.
- i. “Restricted Countries and Territories” has the meaning given in clause 4.2.
- j. “Site” refers to our applications and websites (including any information, services, contents, products or features that form part of such applications and websites), that you may be accessing or using, including <http://www.epotter.io/>.
- k. “Smart Contracts” has the meaning given in clause 3.1.

## 2.2. In these Terms of Use:

- a. The singular includes the plural and vice versa.
- b. A reference to any gender includes the other gender and any person includes any natural person, legal person and corporation.
- c. Once a discretionary right is awarded to any member of the Group, such discretionary right shall be absolute. In the event of any discretion being exercised, no Group entity or any of its members, directors, employees or officers shall bear no liability (of whatever nature) towards any you or any other person, to the extent permissible under applicable Laws or Regulatory Rules; and no member, director, employee or officer of the Group has any legal obligation to justify any action, inaction, or decision, unless otherwise provided.
- d. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- e. Any reference to Laws, articles of Laws or Regulatory Rules shall include its amendment, substitute, revision, extension or newly enacted copy which may from time to time enter into force.
- f. If there is any conflict between the clauses of this Agreement and any Laws or Regulatory Rules, the latter shall prevail. To comply with Laws and Regulatory Rules, Alohomora Entity shall take or refuse to take any action at its sole discretion. You agree all action taken by Alohomora Entity necessary to comply with any Laws or Regulatory Rules shall be binding upon you.

## 3. The epETH Protocol and the Site

- 3.1. The epETH Protocol is a liquid staking protocol on the Ethereum blockchain, that allows holders of Ether (“ETH”) to stake their ETH on the Ethereum Beacon Chain and receive in return epETH tokens in a number corresponding to the staked ETH, via the use of smart contracts (“**Smart Contracts**”). Using the epETH Protocol may require that you pay a fee in ETH, such as gas charges on the Ethereum network to perform a transaction. You acknowledge and agree that we have no control over any transactions, the method of payment of any transactions, or any actual payments of transactions. You must ensure that you have a sufficient balance to complete any transaction using the epETH Protocol before initiating such transaction.

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- 3.2. All rights of the relevant products involved with the epETH Protocol or the Site, including without limitation its ownership and Intellectual Property Rights shall belong to the applicable Group entity.
  - 3.3. In the event that any behaviour of the User violates any Laws, Regulatory Rules or these Terms of Use, Alohomora Entity shall be entitled to require the User to correct or rectify such behaviour and reserves the right to pursue such User's liability.
  - 3.4. In using the epETH Protocol or the Site, you acknowledge that for anti-money laundering/counter terrorism financing and/or other compliance purposes, and to the extent required or permitted by Laws or Regulatory Rules, you may be required to undergo a know-your-customer or customer due-diligence process with a epETH upgrade and conversion service agent which may include the provision of a form of personal identification or other such information. For the avoidance of doubt, Alohomora does not collect, use or disclose any personal data. Your use of the epETH Protocol or any associated services may be conditional upon the successful verification of your identity, or the identity of any individuals associated with your entity (as the case may be).

#### **4. Access to and use of the epETH Protocol and the Site**

- 4.1. We reserve the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to you, to: modify, suspend or discontinue the epETH Protocol or the Site; charge for the use of the epETH Protocol or the Site; restrict or modify access to the epETH Protocol or the Site; and modify and/or waive any charges in connection with the epETH Protocol or the Site (if any). Our grounds for terminating access to the epETH Protocol or the Site may include, but are not limited to, any breach of these Terms of Use, including without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in these Terms of Use or if you are otherwise in breach of these Terms of Use. Further, we reserve the right to limit or restrict access to the epETH Protocol or the Site by any person or entity, or within any geographic area or legal jurisdiction, at any time and in our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the epETH Protocol or the Site being inaccessible to you at any time or for any reason.
- 4.2. We may not make the epETH Protocol or the Site or any other associated services available in all markets and jurisdictions, and may restrict or prohibit use of the epETH Protocol or the Site from certain countries or jurisdictions, including without limitation: Mainland China, United States of America including Puerto Rico Autonomous States, American Samoa (not Samoa), Guam, Northern Mariana Islands State and US Virgin Islands (St. Croix, St. John, and St. Thomas) (collectively, "**Restricted Countries and Territories**"). In using the epETH Protocol or the Site You shall represent and warrant that you or the entity that you act on behalf of: (i)

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does not come from the above countries or regions, (ii) is not located in, under the control of, or a citizen or resident of the Restricted Countries and Territories. Persons from the Restricted Countries and Territories are not allowed to use the epETH Protocol or the Site, and such restriction shall apply to citizens or residents of other countries located in the Restricted Countries and Territories as well. The epETH Protocol, the Site or any other associated services may be accessed in the Restricted Countries and Territories, or may display official languages of the Restricted Countries and Territories, but this cannot be regarded as any User having obtained permission to use our products and services in such Restricted Countries and Territories. Any attempts to bypass restrictions, such as covering or changing their true location by using a virtual private network, proxy, or similar service, or otherwise providing false or misleading information about their identity, address, or residential address, or through the use of our products and services by third parties and the use of our products and services on behalf of third parties in the Restricted Countries and Territories is a violation of these Terms of Use. If we have reasonable grounds to suspect that the User is from the Restricted Countries and Territories, we reserve the right to restrict the User's access to the epETH Protocol or the Site in accordance with relevant Laws and Regulatory Rules without prior notice.

- 4.3. As a condition to accessing or using the epETH Protocol or the Site, you agree that you will only use the Services and the Site for lawful purposes and in accordance with these Terms of Use. By accessing or using the epETH Protocol or the Site, you agree that you are solely and entirely responsible for compliance with all Laws or Regulatory Rules that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of Laws or Regulatory Rules that may arise in connection with your access and use of the epETH Protocol and the Site and that we are not liable in any respect for any failure by you to comply with any applicable Laws or Regulatory Rules.

## **5. Risk Disclosure and Assumption**

- 5.1. By accessing or using the epETH Protocol or the Site, you represent and acknowledge that you understand that cryptographic and blockchain-based systems have inherent risks to which you are exposed and that you have a working knowledge of the usage and intricacies of blockchain-based digital assets, including, without limitation, the ERC-20 token standard available on the Ethereum blockchain. You further understand that the market value of blockchain-based digital assets may be highly volatile due to factors that include, but are not limited to, adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with blockchain systems, such as the Ethereum blockchain, are variable and may increase or decrease drastically at any time. You hereby acknowledge and agree that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing or using the epETH Protocol or the Site. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the

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epETH Protocol or the Site. Additionally, you expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your access to and use of the epETH Protocol or the Site.

- 5.2. Prior to using the epETH Protocol, you acknowledge that you have conducted such investigation and analysis regarding the epETH Protocol as you deem appropriate. To the extent that you deem necessary, you should consult your professional advisers (i) to ascertain the suitability of epETH according to your financial status and risk preference and; (ii) the risks associated with using or otherwise deploying any digital assets on the epETH Protocol. Services rendered on the epETH Protocol in relation to virtual assets can be subject to substantial risks, including without limitation:
- a. the legal status of certain digital currency may be uncertain, which means that the legality of holding or deploying them may be uncertain. Whether and how one or more digital currency constitutes property, or assets, or rights of any kind may also be unclear. Users are responsible for knowing and understanding how digital currency will be addressed, regulated, and taxed under applicable Laws; and
  - b. having digital currency on deposit with any on-chain wallets faces certain risks including risk of hacking or security breaches and risk of losses.
- 5.3. You acknowledge that the epETH Protocol and the Site and your usage or access (whether directly or indirectly) to the same involves certain risks, including without limitation the following risks:
- a. at any time, your access to your cryptocurrency assets (including but not limited to ETH and epETH) may be suspended, disrupted, or terminated or there may be a delay in your access or use of your cryptocurrency assets which may result in the cryptocurrency assets diminishing in value; and
  - b. the Site and/or the epETH Protocol may be suspended or terminated for any or no reason, which may limit your access to your cryptocurrency assets.
- 5.4. The contents of the Site may be amended at any time without notifying the User separately. We will undertake reasonable measures to ensure the accuracy of Site information but do not guarantee the accuracy of such information, and shall not be responsible for any losses directly or indirectly arising from such information, or the delay or failure in transmitting or receiving any notification or information.
- 5.5. All information provided in connection with your access and use of the epETH Protocol or the Site is for informational purposes only and should not be construed as professional advice. You should not take any action based solely on any information contained in the Site or any other information that we make available at any time, including, without limitation, term sheets, press releases, articles, links to third-party content, and videos. Before you make any financial, legal, or other decisions involving the epETH Protocol, you should seek independent professional

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advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

- 5.6. These Terms of Use are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by Laws, 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 in these Terms of Use.

## **6. Long Stop Date and Adjustments**

- 6.1. You acknowledge and agree that on 21 September 2027 (or such later date as the Alohomora Entities may collectively determine) (the “**Sunset Date**”):
- a. epETH tokens will cease to accrue further rewards; and
  - b. the Alohomora Entities may assign any and all of their responsibilities to holders of the epETH tokens to another entity.
- 6.2. If (a) the Ethereum Foundation declares that the ETH2 withdrawal function will not be developed on the Ethereum proof-of-stake blockchain; or (b) the Alohomora Entities collectively determine that any material element of the ETH2 withdrawal function on the Ethereum proof-of-stake blockchain to be substantially delayed, the Alohomora Entities reserve the right, without any prior notice to the User, to:
- a. cease the facilitation of conversions of epETH tokens to ETH by the epETH Protocol; and
  - b. assign any and all of their responsibilities to Users or the holders of epETH tokens (if any) to another entity.
- 6.3. If the Alohomora Entities collectively determine that staked ETH2 withdrawal rules have materially changed how validation nodes and staked assets are managed, they reserve the right without any prior notice to Tokenholders to recoup any gas fees incurred in performing the abovementioned actions by:
- a. charging Tokenholders such fees directly; or
  - b. deducting the amount of such fees from Rewards that would otherwise be payable to Tokenholders.
- 6.4. You acknowledge and agree that in the event of any hard fork or permanent divergence in the Ethereum Blockchain (e.g. when non-upgraded nodes cannot validate blocks created by upgraded nodes that follow newer consensus rules, or an airdrop or any other event which results in the creation of a new token), the eligibility of any User or holder of epETH Tokens to receive any new tokens or digital assets will be at the absolute discretion of the Alohomora Entities.

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## **7. Prohibited Activity**

- 7.1. It is strictly prohibited to use the epETH Protocol and the Site for any illegal activity such as money laundering, smuggling, and commercial bribery. Once such events are discovered, we shall have the right to adopt any available means including but not limited to restriction/termination of access to the epETH Protocol or Site and notifying relevant authorities. We shall assume no responsibilities arising thereof and shall reserve the right to take actions against relevant personnel for liabilities.
- 7.2. You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access or use of the Site:
- a. Activity that breaches these Terms of Use;
  - b. Activity that violates any Laws or Regulatory Rules, including any Laws or Regulatory Rules concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
  - c. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights;
  - d. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks;
  - e. Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
  - f. Activity that transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
  - g. Activity that may adversely affect the features, functions or use of the Site by Us and/or other Users. You shall not reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Site and/or the services associated with the Site; and
  - h. Activity that contributes to or facilitates any of the foregoing activities.

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

- 8.1. The Site may contain references or links to third-party resources, including, but not limited to, 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 Site. 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 these Terms of Use do not apply to your dealings or relationships with any 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.



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## 9. Proprietary Rights

- 9.1. We own all intellectual property and other rights in the epETH Protocol and the Site and its contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, and designs (“**Intellectual Property Rights**”). Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Site or any Intellectual Property Rights. Accessing or using the Site does not constitute a grant to you of any proprietary intellectual property or other rights in the Site or its contents.
- 9.2. The word “EPotter” and associated logos are the trademarks, trade names and/or service marks of Alohomora, and Users agree not to display or use in any manner such names and/or marks without Alohomora’s prior written authorisation. In using the Site, Users shall not (whether directly or indirectly) engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Users further acknowledge that they have no right to have access to any aspect of the Site in source-code form, and agree not to copy, modify, adapt, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the epETH Protocol or any associated technology owned by a Group entity. Any uses of the Site and/or content not expressly permitted herein are prohibited, and any rights thereof not expressly granted herein are reserved by us.
- 9.3. By using the epETH Protocol or the Site and/or services associated with it, Users will not acquire any right, title or interest in or to the Intellectual Property Rights except for the limited right to use the epETH Protocol and the Site and/or services granted to Users pursuant to these Terms of Use. All goodwill generated from the use of the epETH Protocol or the Site and/or services associated with the Site will inure to the respective Group entity’s exclusive benefit.
- 9.4. You may choose to submit comments, bug reports, ideas or other feedback about the Site, including, without limitation, about how to improve the Site (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). If necessary under applicable Laws and Regulatory Rules, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.
- 9.5. If (i) you satisfy all of the eligibility requirements set forth in these Terms of Use, and (ii) your access to and use of the epETH Protocol or the Site complies with these Terms of Use, you hereby are granted a single, personal, limited license to access

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and use the epETH Protocol and the Site. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause in our sole discretion. Use of the epETH Protocol or the Site for any purpose not expressly permitted by these Terms of Use is strictly prohibited.

## **10. Limitation of Liabilities and Indemnification**

- 10.1. The epETH Protocol and the Site are provided on an “AS IS” or “AS AVAILABLE” basis. To the maximum extent permitted by Law, we disclaim any representations and warranties of any kind, whether express, implied, or statutory, including, but not limited to, the warranties of merchantability and fitness for a particular purpose. You acknowledge and agree that your access and use of the epETH protocol and the Site is at your own risk. We do not represent or warrant that access to the epETH Protocol or the Site will be continuous, uninterrupted, timely, or secure; that the information contained in the Site will be accurate, reliable, complete, or current; or that the epETH Protocol or the Site will be free from errors, defects, viruses, or other harmful elements, any errors or defects in the Site or its associated services will be corrected, and/or the credentials or description of any products offered by third parties are accurate, complete or reliable. No advice, information, or statement that we make should be treated as creating any warranty concerning the epETH Protocol or the Site. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the epETH Protocol or the Site.
- 10.2. We will not be liable for any loss that you may incur as a consequence of any unauthorized use of your crypto wallet account in connection with the Site or its associated services and/or products provided by third parties, whether such unauthorised use was with or without your knowledge/consent.
- 10.3. While we have taken reasonable efforts to ensure that all the information on the Site is correct, we neither warrant nor make any representations regarding the quality, correctness, accuracy or completeness of any data, information or service provided pursuant to the Site. We shall not be responsible nor liable for the delay or inability to use the Site, its associated services, or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Site, or otherwise arising out of the use of the Site, whether based on contract, tort, negligence, strict liability or otherwise.
- 10.4. We shall not be held responsible for non-availability of the Site during periodic maintenance operations or any unplanned suspension of access to the Site that may occur due to technical reasons or for any reason beyond our control. You understand and agree that any material or data downloaded or otherwise obtained through the Site is done entirely at your own discretion and risk, and that you will be solely responsible for any damage to your computer systems or loss of data that results from the download of such material or data.

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- 10.5. You may see advertising material submitted by third parties on the Site. Each individual advertiser is solely responsible for the content of its advertising material and we accept no responsibility for the content of such advertising material, including, without limitation, any error, omission or inaccuracy therein.
- 10.6. Subject to these Terms of Use, in no event any Group entity, its shareholders, subsidiaries, officers, directors, employees, consultants, agents and/or successors, be liable to you or any third party for any (a) loss of profits, (b) loss of opportunity, or (c) special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with your use of or access to the epETH Protocol or the Site.
- 10.7. Without prejudice to anything contained herein, you hereby fully indemnify, defend and hold harmless each Group entity, its shareholders, subsidiaries, officers, directors, employees, consultants, agents and/or successors promptly upon written demand against any claims, liabilities, losses, damages, costs and/or expenses which any of the indemnified parties may incur or suffer arising from or in connection with (a) your use of the epETH Protocol and the Site, (b) your omission, breach or default of these Terms of Use or any Laws or Regulatory Rules, (c) the breach of any rights of a third party arising from your act(s) or omission to act(s), including any intellectual property rights, and or (d) any other party's access to and use of the epETH Protocol with your assistance or using any device or account that you own or control
- 10.8. If any aspect of the epETH Protocol does, in the reasonable opinion of any Alohomora Entity might, breach any Laws or Regulatory Rules, all Alohomora Entities reserve the right to perform or not perform any action in connection with the epETH Protocol to avoid any such breach occurring without providing notice to the Users or incurring any liability howsoever arising to the Users.

## **11. Term and Termination**

- 11.1. These Terms of Use between Alohomora and each User shall take effect upon the User's access and/or commencement of the use of the epETH Protocol (whether directly or indirectly) or the Site and will remain in full force and effect for as long as the relevant User continues to access and use the epETH Protocol and/or the Site. If you object to these Terms of Use, please stop accessing or using the epETH Protocol or the Site.
- 11.2. We reserve the right, in its sole and absolute discretion, to suspend, discontinue, terminate or modify access that you may have to the epETH Protocol or the Site, with or without notice to you, at any time without incurring any liability of any kind whatsoever to you or any third party for any reason (including and not limited to you having infringed, breached, violated, abused, or unethically manipulated or exploited

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any term or condition of these Terms of Use or anyway otherwise acted unethically). Any suspected fraudulent, abusive or illegal activity that may be grounds for such suspension, discontinuance, termination or modification may be referred by Us to the appropriate law enforcement authorities.

11.3. Upon termination of these Terms of Use, the User's access and right to use the epETH Protocol and/or Site and other rights hereunder shall terminate. Save for any obligations which are expressed to survive, each Party's further rights and obligations shall cease immediately, provided that such termination shall not affect a Party's accrued rights and obligations as at the date of such termination.

11.4. The Alohomora Entities reserve the right to determine that changes to the availability or cost of technology, infrastructure, operations or other issues will disrupt their provision of any epETH-related service. After providing three months of written notice to Users on the Website:

- a. each Alohomora Entity reserves the right to not perform any action in connection with epETH;
- b. rewards will cease to accrete to epETH; and
- c. for the avoidance of doubt Tokenholders will commit to converting epETH with a upgrade and conversion service agent for the full amount of ETH payable to Users inclusive of any accreted rewards.

## **12. Miscellaneous**

12.1. We may perform any of our obligations, and exercise any of the rights granted to us under these Terms of Use, through a third party. We may assign any or all our rights and obligations under these Terms of Use to any third party.

12.2. If any clause or part of any clause of these Terms of Use is found to be void, unenforceable or invalid, then it will be severed from these Terms of Use, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms of Use.

12.3. No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms of Use or otherwise.

12.4. All disclaimers, indemnities and exclusions in these Terms of Use shall survive termination of the Terms of Use and shall continue to apply during any suspension or any period during which the epETH Protocol or the Site is not available for you to use for any reason whatsoever.

12.5. These Terms of Use and the documents referred to in them set out the entire

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agreement between you and us with respect to your use of the Site, the epETH Protocol and the services provided via the Site and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

12.6. You shall not assign, transfer, charge or otherwise deal with all or any of your rights and obligations under these Terms of Use nor grant, declare or dispose of any right or interest in it to any third party. Alohomora's rights and obligations under these Terms of Use may be assigned or transferred by Alohomora to any affiliate or third party without your consent. For the avoidance of doubt, these Terms of Use shall be binding on the legal successors and permitted assigns of each Party.

12.7. Save as otherwise specifically provided in these Terms of Use, Alohomora hereunder shall not be liable for any failures or delays in performing its obligations hereunder arising from any Force Majeure Event (defined below), and in the event of any such delay, the time for Alohomora's performance shall be extended by the same duration as the duration of the period during which the performance is prevented or delayed by the Force Majeure Event. "**Force Majeure Event**" means any circumstance or event beyond the reasonable control of a Party, including any act of God, outbreak, or epidemic or pandemic of any kind, communicable and virulent disease, strike, flood, fire, embargo, boycott, act of terrorism, insurrection, war and hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, usurped power of civil war, explosion, civil disturbance (including riots, commotions or disorder), shortage of gas, fuel or electricity, electrical outage, internet service disruptions, electronic system failure, interruption of transportation, governmental order, unavoidable accident, shortage of labour or raw materials, any failure, deficiency, or hacking in relation to data center, blockchain network, or service providers.

12.8. These Terms of Use are governed by the laws of the Republic of Singapore.

12.9. Any dispute arising out of or in connection with these Terms of Use, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.