

Paymaster Terms of Service

Last revised: December 9, 2025

These Paymaster Terms of Service (this “**Agreement**”) govern your access to and use of the Paymaster website (“**Site**”), including any products, features, and services provided through it (collectively, the “**Services**”). In this Agreement, “**Douro**”, “**we**”, and “**us**” refer to Nazare Operations Ltd, a British Virgin Islands corporation, and “**you**” refers to the individual or entity using the Services. You and Douro may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. By registering for, accessing, or using the Services, you agree to be bound by this Agreement.

BY USING THESE SERVICES, YOU REPRESENT THAT YOU ARE NOT A PERSON OR ENTITY WHO IS A RESIDENT OF, A CITIZEN OF, LOCATED IN, INCORPORATED IN, OR HAS A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (ANY SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY IS REFERRED TO HEREIN AS A “**RESTRICTED PERSON**”).

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND DOURO THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 12 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 12 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 11 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.

1. **Modification; Additional Terms.**

(a) Agreement Updates. We reserve the right, at our sole discretion, to change or modify portions of this Agreement at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date this Agreement was last revised. You may read a current, effective copy of this Agreement by visiting the “Paymaster Terms of Service” link, available through <https://dourolabs.xyz>. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new terms of this Agreement. You should periodically visit this page to review the current Agreement so you are aware of any revisions. If you do not agree to abide by these or any future terms, you will not access, browse, or use (or continue to access, browse, or use) the Services. When using certain features through the Services, you will be subject to any additional terms applicable to such features that may be posted on or within the Services from time to time. All such terms are hereby incorporated by reference into this Agreement.

(b) Right to Update the Services. Douro may change, suspend, or discontinue the Services, in whole or in part, at any time, including the availability of any Services, without notice to you. We cannot provide a guarantee that future versions of the Services will be backwards compatible, and it is your responsibility to check applicable Site or Services

documentation regularly, including any applicable application programming interface documentation, to ensure proper configuration and usage. You acknowledge that an update, modification, or termination of the Services may adversely affect how your application accesses or communicates with the Services. You are responsible for ensuring you are able to continue to use the Services, particularly any tools that are or have undocumented parts. You acknowledge that it is your responsibility to ensure that your integration and use of any Services is in conformance at all times with any instructions set forth in the then-current version of the documentation relating to the Services. Your continued use of the updated Services will constitute your binding acceptance of such modifications.

(c) Previews and Trial Services. We may make available to you certain products, features, functionalities and services as part of the Services prior to their general release that are labeled or otherwise communicated to you as “preview,” “beta,” “pre-release” or “non-general release” (collectively, “**Previews**”). Douro may also offer Services to you on a trial basis, free of charge (“**Trial Services**”). You may use Previews or Trial Services solely for internal evaluation purposes, and such use may incur applicable Fees. Douro provides all Previews and Trial Services on an “AS IS” basis without warranty of any kind, and may terminate or suspend the availability of any Preview or Trial Service(s) at any time. Notwithstanding anything in this Agreement to the contrary, Douro makes no commitments with respect to any Previews or Trial Services, including any commitment to maintain the availability of such Preview or Trial Service, or otherwise with respect to support, service levels, security, compliance or privacy. You acknowledge that Previews and Trial Services are not ready for production usage, may contain bugs, errors, defects and vulnerabilities, and that your use of any Previews or Trial Services is at your sole risk and discretion.

2. SERVICES; ACCESS AND USE.

(a) Eligibility. You may use the Services only if you are 18 years or older and capable of forming a binding contract with Douro and not otherwise barred from using the Services under applicable law. You may not use the Services if you are in a Restricted Territory or are a “Restricted Person.”

(b) Access to Services & License to Software. Subject to your continued and full compliance with the terms and conditions of this Agreement, Douro hereby grants you (i) the right to use the Services solely for your internal business purposes in accordance with, and subject to, the parameters of use you select and pay for via the Site; and (ii) a limited, non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 14.6) license to use the Site. The Services and Site are deemed delivered to you upon the provision of access for your benefit.

(c) Your Account.

(i) Registration. You may be required to create an account or digital wallet to use certain Services subject to these terms. You may be subject to additional registration requirements in order to access certain Services, and you understand and agree that you will comply with such requirements and comply with and agree to any and all applicable terms of use. We reserve the right to suspend or terminate your account if you provide inaccurate, untrue,

or incomplete information, or if you fail to comply with these terms or any other applicable terms of use.

(ii) **Your Account, Your Responsibility.** You are responsible for all use that occurs under your account and within your digital wallet, including any activities by you or any third parties that have access to your account information whether authorized or not. If you believe an unauthorized person has gained access to your account, digital wallet or security code, you must notify us immediately at ops@dourolabs.xyz.

(iii) **Authorized Users.** “**Authorized User**” means any individual who is (a) your employee, contractor, or agent, (b) authorized by you to access or use the Service on your behalf, (c) subject to all terms, conditions, restrictions, indemnities, representations, warranties, and liability applicable to Authorized Users under the Agreement, and (d) any applicable Authorized Users have agreed to any applicable Customer terms of use or similar terms. You will not allow any person other than Authorized Users to use the Services. You may permit Authorized Users to Use the Services, *provided* that (x) the use does not exceed the allowable usage (if applicable); and (y) you ensure each Authorized User complies with all applicable terms and conditions of this Agreement and you are responsible for acts or omissions by Authorized Users in connection with their use of the Services. You will, and will require all Authorized Users to, use all reasonable means to secure usernames and passwords, hardware and software used to access the Services in accordance with customary security protocols, and will promptly notify us if you know or reasonably suspect that any digital wallet, username and/or password has been compromised. Douro will not be liable, and you will be solely responsible, for (A) any unauthorized access, damage or loss that may occur through the use or misuse of your digital wallets, usernames, passwords, hardware or software; (B) any activities that occur under any account issued to or created by you in connection with your use of the Services, including any unauthorized access or usage of any such account, in each case, except to the extent proven to have been directly caused by Douro’s gross negligence, willful misconduct or fraud; or (C) any violation of applicable law, rule or regulation by any Authorized User.

(d) **Third-Party Services.** Certain features and functionalities within the Services, including payment methods for the Services, may allow you and your Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, “**Third-Party Services**”) through the Services. We do not provide any aspect of the Third-Party Services and are not responsible for any compatibility issues, errors or bugs in the Services or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. You are solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for you to use the Third-Party Services in connection with the Services.

(e) **Reservation of Rights.** “**Intellectual Property Rights**” means patent rights (including patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world. “**Douro IP**” means the Services, the underlying software provided in conjunction with the Services, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Services, the Site, any documentation, and all improvements, modifications or enhancements to, or derivative

works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing. Subject to the limited rights expressly granted hereunder, Douro reserves and, as between the Parties will solely own, the Douro IP and all rights, title and interest in and to the Douro IP. No rights are granted to you hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

(f) Feedback. From time to time you or your employees, contractors, or representatives may provide us with suggestions, comments, feedback or the like with regard to the Services (collectively, “**Feedback**”). You hereby grant Douro a perpetual, irrevocable, royalty-free and fully-paid-up license to use and exploit all Feedback in connection with Douro’s business purposes, including the testing, development, maintenance and improvement of the Services.

3. SPONSORSHIP.

(a) The Sponsorship Product. The Services include access to gas and account-rent sponsorship functionality (the “**Sponsorship Product**”). The Sponsorship Product also allows developers to sponsor the gas of user operations of their end users (“**End Users**”) on supported blockchains (which are identified on the Site). Douro reserves the right to modify and continue to develop the Sponsorship Product and may make new or experimental features available to you, including but not limited to expanding or reducing the supported blockchains.

(b) Fees and Billing. You will be responsible for any amounts owed in connection with your use of the Sponsorship Product, including, where applicable, the payment of rent to facilitate the creation of a token account on an applicable network. You may be billed in a variety of manners, including by way of a transaction through your digital wallet, invoicing in arrears, integrations with Third-Party Services payment providers (e.g., Stripe), or having your credit card on file automatically charged for the amount that you owe. Applicable taxes may be included in any amounts charged.

(c) Eligibility Rules. Douro may, in its sole discretion, determine whether to sponsor any transaction, including based on: (i) whether the transaction originates from an allowlisted smart contract or account; (ii) the method selector, calldata pattern, or token type; (iii) daily or per-project sponsorship limits; or (iv) compliance or risk-screening outcomes.

(d) Refusal and Suspension. Douro may decline or suspend sponsorship of any transaction, without prior notice, where Douro reasonably suspects: (i) violation of applicable law (including sanctions, anti-money-laundering, or export restrictions); (ii) malicious or exploitative use (including denial-of-service, phishing, or wash-trading activity); (iii) resource exhaustion, excessive retries, or unapproved contract calls; or (iv) any event that threatens the security or stability of the Service or the underlying network.

(e) No Obligation of Sponsor. Any indication by Douro that a transaction is “eligible” or “queued” for sponsorship does not guarantee execution or inclusion on-chain or network. Sponsorship is performed on a best-effort basis and may be delayed, repriced, or omitted due to network congestion, gas price volatility, or other operational conditions.

(f) Sponsorship Policies. Douro may maintain sponsorship policies applicable to the Services, which will be published on the Site and may be amended by Douro at any time. Your continued use of the Service following notice of such amendments constitutes your acceptance of the updated policies. You may configure and apply your own sponsorship usage policies for your applications and End Users solely through the configuration tools made available on the Site. In the event of any conflict between your policies and the sponsorship policies published by Douro, the latter will control.

(g) Your Responsibilities. You remain solely responsible for ensuring that sponsored transactions comply with applicable law, comply with this Agreement, do not facilitate restricted activities, and are correctly configured to suit your purposes. Douro assumes no responsibility for verifying the legality, validity, or suitability of any transaction using the Services.

(h) Delegation. Douro may perform sponsorship via third-party sponsors, paymasters, or relayers, and you consent to such delegation.

4. FEES AND PAYMENT.

(a) Fees. You will pay Douro the non-refundable fees for Services as set forth on the Site, described in a transaction proposed in your digital wallet, or as otherwise communicated to you by Douro (“Fees”) and without offset or deduction. Unless otherwise agreed in writing, Douro may update the fee schedule at any time by posting the revised schedule on the Site or communicating the same to you, with such changes effective upon posting or as otherwise stated in the schedule or communication to you. All Fees are payable in accordance with the payment terms described in this Agreement and are non-refundable, except as expressly stated in the applicable schedule or other communication.

(b) Payments. Payments due to Douro under this Agreement must be made in digital assets or stablecoins permitted by Douro via the Site on the networks permitted by Douro for purposes of payments hereunder, by U.S. dollars by check, or by wire transfer of immediately available funds to an account designated by us (which may include an account of a third-party designee acting on Douro's behalf), or by such other payment method mutually agreed by the Parties. Douro may, at its election, designate a third party to receive payment on its behalf, and any payment made to such designee in accordance with this Agreement shall be deemed payment to Douro for all purposes under this Agreement. If you have not signed up for automatic billing, Douro will issue invoices to you on a monthly basis for months in which you use the Services during the term of this Agreement, and you will pay all amounts set forth on any such invoice no later than fifteen (15) days after the date of such invoice. If you have signed up for automatic billing, we will charge your selected payment method (such as a credit card, debit card, gift card/code, or other method) for any Fees on the applicable payment date, including any applicable taxes. If we cannot charge your selected payment method for any reason (such as expiration or insufficient funds), you remain responsible for any uncollected amounts, and we will attempt to charge the payment method again as you may update your payment method information. In accordance with local law, we may update information regarding your selected payment method if provided such information by your financial institution. For clarity, the Fees do not include any fees payable to any third party for Third-Party Services, including any fees payable to a payment processor or blockchain gas fees incurred when you pay your Fees.

(c) No Refunds; Late Fees. All payments are non-refundable and neither Party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement. If you fail to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law. You will reimburse Douro for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

(d) Taxes. You are responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by you to Douro hereunder, other than any taxes imposed on Douro's income. Without limiting the foregoing, in the event that you are required to deduct or withhold any taxes from the amounts payable to Douro hereunder, you will pay an additional amount, so that Douro receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

5. YOUR USE OBLIGATIONS.

You are solely responsible for using the Services and, if applicable, processing End User data and transaction requests in accordance with the requirements of applicable law, including providing any required notices to End Users in connection with any use of your application and the Services. Where applicable, you shall have sole responsibility for the accuracy, quality and legality of End User data and the means by which you acquired such End User data. Without limiting the foregoing, in respect of End User data, where applicable, you shall:

(a) Provide All Necessary Privacy Notices and Information. Before collecting any End User data, you will provide and adhere to a privacy policy for your application that:

(i) complies with all applicable laws, rules, and regulations;

(ii) is conspicuously displayed to all End Users of your application;

(iii) clearly and accurately describe to your End Users what End User data you collect (such as login information, etc.), how you use and share such End User data (including for advertising) with Douro and third parties, how you protect such End User data, and explain to End Users their privacy rights regarding such End User data;

(iv) informs your End Users of your use of cookies and similar tracking technologies, and whether you allow third parties to place cookies and similar tracking technologies on the End User's browser(s) or device to collect information about their behaviors;

(v) states options to End Users for cookie and tracking technology management; and

(vi) disclose to End Users whether their personal information is transferred to a country that may offer less protection with respect to their personal information.

(b) Provide Security Incident Notification. In the event your systems or infrastructure used for storage, processing or hosting End User data are breached or compromised, or if End

User data is inadvertently exposed to non-authorized third parties, you shall notify Douro promptly of such incident or exposure including the root cause, remediation steps, and compensating controls to ensure such an incident does not occur in the future, except as prohibited from doing so by legal process or governmental authority. You shall cooperate with Douro in any additional remediation steps and compensating controls as deemed necessary or reasonable in Douro's sole discretion. You are responsible for providing End User notification under applicable law and you will bear all costs incurred by Douro arising out of or in connection with your incident or exposure.

(c) Privacy Policy. By accepting this Agreement and accessing the Services, you acknowledge and agree that you have read, agree to, and accept the Privacy Policy made available at <https://www.dourolabs.xyz/Privacy-Policy.pdf>.

6. REPRESENTATIONS AND WARRANTIES.

By accessing or using the Services, you represent, and warrant the following:

(a) Compliance with Law. You will at all times comply with all applicable laws, including export control, end-user, anti-boycott, antiterrorism, anti-money-laundering, and economic-sanctions laws and regulations (collectively, "**Sanctions Laws**") administered or enforced by, among others, the United States (including the U.S. Office of Foreign Asset Control (OFAC), Bank for International Settlements (BIS), and the U.S. Department of State), the United Nations, the European Union, the United Kingdom, and any other jurisdiction having authority.

(b) No Prohibited Status or Dealings. Neither you nor any person controlling, controlled by, or acting on your behalf—including subsidiaries, affiliates, officers, directors, employees, agents, contractors, consultants, or ultimate beneficial owners—

(i) is a person designated on any sanctions or restricted-party list,

(ii) is owned or controlled by, or acting on behalf of, any such person, or

(iii) is organized in, resident in, or ordinarily located within a comprehensively sanctioned jurisdiction (currently Iran, Cuba, North Korea, and the Crimea and Sevastopol, Donetsk, Zaporizhzhia, Kherson, and Luhansk regions of Ukraine), as well as any other jurisdiction designated by the United States, United Nations, European Union, United Kingdom, or any other applicable governmental authority as a comprehensively sanctioned jurisdiction, including, without limitation, Afghanistan, Belarus, Burma (Myanmar), Burundi, Democratic Republic of Congo, Iraq, Libya, Mali, Russia, Somalia, Sudan, Syria, Venezuela, Yemen, and Zimbabwe (each, a "**Restricted Territory**").

(c) Export Regulation. You affirm that you are not named on, owned by, or acting on behalf of any U.S. government denied-party list, and you agree to comply fully with all relevant export control and sanctions laws and regulations of the United States ("**Export Laws**") to ensure that neither the Services, software, your data, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial

vehicle applications. You will complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

(d) Controls and Indemnity. You have implemented and will maintain policies and controls reasonably designed to ensure that any subcontractor, vendor, supplier, or other third party using the Services on your behalf does so in compliance with applicable AML and Sanctions Laws. You will not request or cause Douro to engage in any activity that would violate such laws on behalf of you or any of your users or any other third party and will indemnify Douro for any penalties, losses, or expenses arising from any such violation.

7. ACKNOWLEDGEMENTS.

(a) Control. You acknowledge and agree that your and your End Users' digital asset control, title, and ownership shall at all times remain with you or your End Users and shall not transfer to Douro. For the avoidance of doubt, use of the Services does not involve or create any type of custodial, brokerage, or other financial services relationship between you or your End Users and Douro.

(b) End User Relationship. Your End Users are your customers and/or users. You are solely responsible for your End Users and their interactions with your application, and Douro does not maintain a direct relationship with them.

(c) No Service-Level Guarantees for Blockchain Networks. The Service interacts with various third-party blockchain networks as identified on the Site. Douro does not guarantee the continuous availability, stability, transaction inclusion, latency, or finality of any such network, and expressly disclaims any service-level agreement or performance commitment related to such networks.

(d) Third-Party Infrastructure. The Service depends on infrastructure outside Douro's control, including blockchain networks, node operators, RPC endpoints, and other third-party systems. Douro is not responsible for any failure, change, or degradation caused by such external dependencies.

(e) Irreversibility. Sponsored on-chain transactions are irreversible once broadcast to the network. Douro cannot cancel, reverse, or recall such transactions.

(f) Maintenance and Downtime. Douro may suspend, limit, or restrict access to the Service for scheduled or emergency maintenance, software updates, or network upgrades, without liability to you or any other person for such interruptions.

(g) Force Majeure / Network-Level Events. Douro is not responsible for delays, failures, errors, or losses resulting from blockchain network congestion, forks, reorganizations, validator or sequencer failures, denial-of-service attacks, protocol errors, or other network-level events beyond Douro's reasonable control.

(h) Network Changes and Protocol Upgrades. Supported networks, versions, and features may be modified or discontinued due to upstream protocol upgrades, network

deprecations, or other third-party changes. Douro may modify, suspend, or terminate support for any network at any time without liability.

(i) Limited Remedies for Network Issues. Customer's sole and exclusive remedy for network unavailability, errors, or downtime is termination of the affected Service. Douro shall have no further obligation or liability arising from such events.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

(a) Indemnification. You agree to release, defend, indemnify, and hold us, our affiliates, service providers, and licensors, and each of their and our respective officers, directors, agents, joint venturers, employees and representatives harmless on demand, from and against:

(i) Any claims arising out of a dispute you have with another user of our Services;

(ii) Where applicable, any claims brought by an End User related to your application or service, including the Sponsorship Product as it is used in your application or service;

(iii) Any claims, proceedings, judgements, losses, liabilities, costs and expenses (including reasonable attorneys' fees and/or fines or penalties imposed by a regulator) arising out of or related to your processing of End User data;

(iv) Any claims arising out of or related to your breach of these terms; and

(v) Any claims arising out of or related to your violation of any law, rule or regulation, or the rights of any third party.

Your release and indemnification of us is broad and extends to all damages (direct, consequential, punitive, or however characterized) and includes our attorneys' fees arising out of defending any of the above claims. Your release and indemnification of us also extends to any fines, fees, or penalties imposed by any governmental or regulatory authority.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES, AND OTHER Douro IP ARE PROVIDED ON AN "AS IS" BASIS, AND DOURO MAKES NO WARRANTIES OR REPRESENTATIONS TO YOU, YOUR AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE DOURO IP, THE SERVICES OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOURO HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, DOURO HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE SERVICES WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES RELATED TO END USERS LOSING ACCESS TO ANY PRODUCTS OR SERVICES, MISSED REWARDS, LOSS OF PROFITS, REVENUES, REWARDS, BOND, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH ANY SUCH DAMAGES MAY BE BASED. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE Services, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR LIABILITY THAT CANNOT BE WAIVED UNDER APPLICABLE LAW, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THESE TERMS FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERMINATION.

(a) Termination Procedure. Douro may immediately terminate or suspend this Agreement, any rights granted herein, or your access to our license to the Services, in whole or in part, at its sole discretion, at any time, for any reason without prior notice. Douro has the sole right to decide whether you are in violation of any of the restrictions or obligations set forth in these terms. Without limiting the foregoing, we may limit your application's access to the Services in our sole discretion, which may negatively affect your application or your business, our Douro Services, or our ability to provide the Douro Services. We will not be liable to you or any third party for any costs or damages as a result of termination of these terms. You may terminate your use of the Services at any time by discontinuing your use of the Services. Upon termination of these terms, your licenses and rights to the Services and associated Douro IP are terminated immediately.

10. USE RESTRICTIONS.

Any violation of these terms, including the restrictions described below, may result in suspension or termination of your access or use of all or any part of the Services in Douro's sole discretion. You agree to follow the restrictions below and you will not encourage or facilitate others to violate these restrictions.

- (a) Unless otherwise agreed with Douro in writing, you shall not, and shall not encourage or authorize others to:
- (b) Use the Services in any manner that is not expressly authorized by these terms.
- (c) Copy, rent, lease, sell, sublicense, or otherwise transfer your rights in the Services to a third party.
- (d) Alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Services.
- (e) Use or access the Services for purposes of monitoring the availability, performance, or functionality of any of Douro's products and service or for any other benchmarking purposes.
- (f) Use the Services or any data or content contained therein in a manner that would constitute market manipulation or any other fraudulent or abusive purpose.
- (g) Use the Services for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
- (h) Use the Services to encourage, promote, or participate in illegal activity, violate third party rights, including intellectual property rights or privacy rights, or to violate these terms.
- (i) Use the Services to facilitate, engage, or otherwise participate in securities offerings that violate the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, or any applicable rules issued thereunder.
- (j) Use the Services to facilitate, engage, or otherwise participate in virtual currency business activity involving the State of New York or a New York resident that does not comply with the laws of the State of New York or any rules regulations issued by the New York Superintendent of Financial Services, or any similar applicable rules issued by another state, territory, province, or other jurisdiction.
- (k) Use the Services in a manner that could cause Douro or any of its affiliates to violate any applicable law, regulation, or rule, or that could cause Douro or any of its affiliates to violate any contractual terms, representations, or warranties.
- (l) Use the Services in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise impacts the stability of Douro's servers or impacts the behavior of other applications using the Services.
- (m) Display Services or Douro marks in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and Douro, other than as expressly permitted in writing by Douro.

(n) Attempt to cloak or conceal your identity or your application's identity when requesting authorization to the Services.

(o) Use the Services to (i) access or use any information not permitted by these terms, to (ii) circumvent or break any of Douro's administrative, technical or organizational security measures, (iii) disrupt, impair, overburden or degrade the Services, (iv) change the Services, or (v) test the vulnerabilities of the services or Services without Douro's written authorization.

(p) You agree that Douro may offer products or services similar to your application in the future, and you will not have any rights to such products or services.

(q) Use any data collected from your use of Services, including Douro's data, for advertising purposes, unless expressly permitted in an applicable product appendix.

(r) Use the Services to collect personal information from or provide services to End Users under the age of 18 years old.

(s) Transmit any data related to your integration of the Services on a channel that is not secure and encrypted (e.g., HTTPS).

11. DISPUTE RESOLUTION; ARBITRATION & CLASS WAIVER

(a) Mandatory Arbitration of Unresolvable Disputes. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement (a "**Dispute**"), the Parties shall first attempt in good faith to resolve such Dispute amicably. If the Parties do not reach settlement within sixty (60) days, the Dispute shall be referred to and finally resolved by binding arbitration, rather than by court proceedings, on an individual basis (and not in any class, representative, or consolidated action). Each Party irrevocably waives any right to a trial by jury or to participate in a class or representative proceeding. Notwithstanding the foregoing, each Party (i) may seek to resolve a Dispute in a court of competent jurisdiction in the British Virgin Islands Magistrate's Court if it qualifies as a small claim; and (ii) may seek interim or conservatory relief, including temporary injunctive relief, from any court of competent jurisdiction pending the constitution of the arbitral tribunal, provided that any filing Party shall use reasonable efforts to have such application heard confidentially or under seal to the extent permitted by law. Permanent relief or damages may be awarded only by the arbitral tribunal.

(b) Arbitral Forum and Arbitration Rules. The arbitration shall be administered by the BVI International Arbitration Centre (BVI IAC) under the BVI IAC Arbitration Rules then in effect, or, if the Parties so agree, by the London Court of International Arbitration (LCIA) under the LCIA Rules then in effect. The seat (legal place) of arbitration shall be Road Town, Tortola, British Virgin Islands, and the governing law of the arbitration agreement shall be the laws of the British Virgin Islands (including the Arbitration Act 2013). The language of the arbitration shall be English. The arbitral tribunal shall consist of a single arbitrator appointed in accordance with the applicable rules, who shall have exclusive authority to determine all issues concerning the interpretation, applicability, enforceability, and scope of this arbitration clause.

(c) Injunctive and Declaratory Relief. Except as otherwise provided herein, the arbitral tribunal shall decide all issues of liability and may award declaratory or injunctive relief

only in favour of the individual Party seeking such relief. To the extent any Party prevails on a claim and seeks public injunctive relief (meaning relief having the primary purpose and effect of prohibiting unlawful acts threatening future injury to the public), the availability and scope of such relief shall be determined by a court of competent jurisdiction in the British Virgin Islands, with any such court proceedings stayed pending completion of arbitration.

(d) Class Action Waiver. YOU AND Douro AGREE TO BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

(e) Injunctive Relief. Notwithstanding the provisions of this Section, nothing in this Agreement will prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations, or enforcement or recognition of any award or order in any appropriate jurisdiction.

12. GENERAL.

(a) Entire Agreement. This Agreement, including their exhibits, is the complete and exclusive agreement between the Parties with respect to the Services and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties.

(b) Waiver. Douro's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

(c) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

(d) Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be sent, if to Douro, to ops@dourolabs.xyz; or, if to you, then to the contact information you have provided to Douro via the Site.

(e) Governing Law; Jurisdiction. This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by, and construed in accordance with, the laws of the British Virgin Islands.

(f) Equitable Relief. Each Party agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 or, in your case, Section 2(b), would cause the other Party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other Party will

have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(g) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent.

(h) No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.