

Terms of Use

Last Modified: March 14, 2024

1. Acceptance of Terms of Use.

(a) These terms of use are entered into by and between you and Ether.Fi SEZC, a Special Economic Zone Company, organized under the laws of Cayman Islands (“Company,” “we,” or “us”). The following terms and conditions and the risk disclosure statement set forth in Appendix A (“Risk Disclosure Statement”, and together with the terms and conditions, the “Terms of Use”) govern your access to and use of ether.fi and any related desktop application including any content, functionality, and services offered on or through ether.fi or our desktop application (the “Website”).

(b) Please read the Terms of Use carefully before you start to use the Website. By using the Website, you agree to be bound and abide by these Terms of Use,. If you do not agree to these Terms of Use, you must not access or use the Website.

(c) This Website is offered and available to users who are 18 years of age or older and not considered a U.S. person, or a resident or citizen of Canada. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. Changes to the Terms of Use.

(a) We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

(b) Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding you.

3. Accessing the Website and Account Security.

(a) We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

(b) You are responsible for: (i) making all arrangements necessary for you to have access to the Website; (ii) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

(c) To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our

Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

(d) If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You are responsible for all of the activity on your account.

(e) We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. Description of Service and Pricing.

(a) Our Website is a decentralized platform that allows users to (i) engage in Ethereum staking using a liquid staking mechanism and (ii) use our service known as Liquid that allows users stake certain digital assets via staking services provided on behalf of us (“Liquid” and collectively, the “Services”). Our Services enable users to earn staking rewards while retaining the flexibility to trade their staked assets at any time. The Services are optional. Your instruction to stake your digital assets does not affect the ownership of your digital assets in any way. Rewards are determined by the protocols of the applicable network. If you use the Liquid Service, such digital assets that you elect to stake will be deposited into one or more vaults through Veda (for a description, see <https://veda.tech/>) (“Veda”) and staked on your behalf. You acknowledge and agree that we make no representations with respect to Veda’s services, including its vaults, and your use thereof, including through the Liquid Service is entirely at your own risk. You agree that your use of Veda’s services, including its vaults via the Liquid Service, is governed by the terms and conditions of Veda available at <https://veda.tech/>. For detailed description of the Services please read our Whitepaper, found at <https://etherfi.gitbook.io/etherfi/ether.fi-whitepaper/introduction>.

(b) The Website may charge fees for usage, such as staking, trading, and other transactions based on our price plan (“Price Plan”). The Price Plan is available as per Exhibit B. We reserve the right to modify our Price Plan and fee structure at any time, in our sole discretion.

(c) Addition to our fees, you may be charged a network fee to have the transaction message delivered through the Middleware and recorded on the appropriate blockchain.

(d) You may be able to acquire points through your use of the Services (“Points”). Any balance of Points shown in your account constitutes only a measurement of the extent of your limited license to Points. You do not own the Points. Points are not a substitute for currency or medium of exchange, and do not have an equivalent value in real currency. You are not allowed to transfer Points outside of the Services. You are not allowed to sublicense, trade, sell or attempt to sell Points for money or other consideration, or exchange Points for value of any kind outside of the Services. Any such transfer or attempted transfer is prohibited and may cause the Points to be voided. Points are not redeemable, refundable or eligible for any currency or

anything else of value. We may offer certain functions of the Services to users that have accumulated certain Points, but the availability of such functions is subject to change at any time in our sole discretion. We grant you a non-exclusive, non-transferable, non-sublicensable, limited license and right to use the Points in accordance with these Terms of Use while we offer the Services and your account is in good standing.

5. The Interface and the Middleware. The Website provides access to the Interface and Middleware.

(a) The Interface aggregates and publishes publicly available information about liquid staking technology in a user-friendly format (“Interface”). It offers interaction methods that enable users to perform transactions in connection with the Middleware (see definition below). The Interface generates a draft transaction message, which users may use independently with a third-party wallet application or device to conduct transactions on the relevant blockchains. These draft transaction messages are designed to accomplish the user’s operational goals as expressed through their interactions. Users must review and authorize all transaction messages with their private cryptographic key, inaccessible to the Interface or the Interface maintainers. The Interface does not own, operate or control the blockchain systems, wallets, devices, validator nodes, or the Middleware. For the purposes of this Terms of Use, the “Middleware” is a set of smart contracts which automatically execution functions when you interact with them, and that are freely licensed software source code available to the public.

(b) The Interface may display information related to Ethereum and blockchain technology, such as blockchain transactions, network statistics, and price information. This information is for informational purposes only and we do not guarantee its accuracy, completeness, or usefulness. You are solely responsible for any actions you take based on such information. We reserve the right to modify, suspend, or discontinue the availability of this data at any time, without notice or liability to you.

6. User Authorization and Transaction Broadcasting. User-authorized message will be broadcasted to blockchain systems through the wallet application or device, and the user may pay a network fee to have the transaction message delivered through the Middleware and recorded on the appropriate blockchain. The Interface maintainers and the Interface are not agents or intermediaries of the user. They do not store, have access to, or control any tokens, private keys, passwords, accounts, or other user property. All transactions relating to the Middleware are executed and recorded solely through the user’s interactions with the respective blockchains. The Interface maintainers do not collect any compensation from the user for the use of the Interface.

7. Permitted Use.

(a) You may use the Interface for informational purposes only, to aid your own research, due diligence, and decision-making. You must verify the accuracy of any information and transaction messages before using them.

(b) You acknowledge that violation of these terms may expose you to legal liability, both criminal and civil, and monetary damages, as well as termination of your account.

(c) You must immediately notify us of any fraudulent, unauthorized, illegal or suspicious use of the Services or any other breach of security or unauthorized or illegal activity that you reasonably suspect.

8. Intellectual Property.

(a) Unless otherwise provided herein, the Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

(b) Subject to the terms and conditions herein, we grant you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to use the Website and its content for personal use until such time as these Terms of Use terminate or expire or your right to use or access the Website is terminated in accordance with these Terms.

(c) These Terms of Use permit you to use the Website for your personal use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material available on our Website, except as follows: (i) your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials; (ii) you may store files that are automatically cached by your web browser for display enhancement purposes; (iii) you may print or download one copy of a reasonable number of pages of the Website for your own internal use and not for further reproduction, publication, or distribution.

(d) The staking smart contracts available through the Website are freely licensed software source codes available to the public. Each instance of the software is a copy of one of the smart contracts, compiled to bytecode, and permanently associated with one or more specific public addresses on specific blockchains.

(e) You retain ownership of copyright in data you upload or submit to the Website, but you grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute, publish and send this data in any manner.

(f) If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own internal use, provided you agree to be bound by these Terms of Use or the end user license agreement for such applications.

9. Trademarks. The Company name, the terms, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

10. Location of our Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use the Website. For an explanation of our privacy practices, please visit our Privacy Policy located at https://www.ether.fi/documents/etherfi_privacy-policy.pdf

11. Disclaimer of Warranties. OUR WEBSITE AND THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. Although we seek to maintain safe, secure,

accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Website or Services, and there may at times be inadvertent technical or factual errors or inaccuracies. YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR OWN RISK. We specifically (but without limitation) disclaim (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. The Company makes no warranty or representation and disclaims all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services and Website; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Website or Services; (c) the operation or compatibility with any other application or any particular system or device, including any wallets; (d) the Website and Services meeting your requirements or being available on an uninterrupted, secure or error-free basis; and (e) the Website and Services protecting your assets from theft, hacking, cyber attack or other form of loss caused by third party conduct. You assume all risk for any damages that may result from your use of or access to our Website. We do not guarantee the accuracy of, and disclaim all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through our Website.

12. Limitation of Liability. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. THE COMPANY'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS OR THE AMOUNT YOU PAID THE COMPANY, IF ANY, IN THE PAST SIX MONTHS FOR ANY PAID SERVICES. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations in this Section 12 or the disclaimer of warranties in Section 11 may not apply to you.

13. Indemnification. You agree that you will be personally responsible for your use of our Website including the desktop application, and you agree to defend, indemnify, and hold us, our officers, directors, employees, consultants, affiliates, subsidiaries, and agents, harmless from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of our Website; (ii) your violation of the Terms of Use or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

14. Third Party Services and Materials. The Website may display, include or make available services, content, data, information, applications or materials from third parties or provide links to certain third party websites ("Third-Party Services and Materials"). The Company does not endorse any Third-Party Services and Materials. You agree that your access and use of such

Third-Party Services and Materials is governed solely by the terms and conditions of such Third-Party Services and Materials, as applicable. The Company is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services and Materials, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third-Party Services and Materials. The Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services and Materials or websites. You irrevocably waive any claim against the Company with respect to such Third-Party Services and Materials. We are not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such Third-Party Services and Materials, or your reliance on the privacy practices, data security processes or other policies of such Third-Party Services and Materials. Third-Party Services and Materials and links to other websites are provided solely as a convenience to you.

15. Representations and Warranties. By accessing the Website you represent and warrant that:

(a) you have read and understood the Terms of Use, including the Risk Disclosure Statement.

(b) your only duties and obligations connected to the Interface are set forth in these Terms of Use, these terms are legal, valid and binding obligations enforceable against you, the Interface is deemed to be based solely in the Cayman Islands, the Interface is for informational purposes only, and you understand that it is not in control of the Middleware and related blockchain systems or capable of performing or effecting any transactions on your behalf.

(c) you have not been identified as a specially designated national or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; and you will not use our Website to conduct any illegal or illicit activity.

(d) you are not a U.S. person as defined by 22 U.S. Code § 6010, and you are not a citizen or resident of Canada.

(e) if you use the Liquid Service, you are not a resident of, or located in, the United Kingdom.

(f) you are not a resident, citizen, national or agent of, or an entity organized, incorporated or doing business in, Belarus, Burundi, Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, Zimbabwe or any other country to which the United States, the United Kingdom, the European Union or any of its member states or the United Nations or any of its member states embargoes goods or imposes similar sanctions ("Restricted Countries").

(g) you agree not to: (i) make any representations, warranties or guarantees on our behalf or with respect to the Company, the Website or any content or data contained on the Website; (ii) make any false or misleading representations with regard to the Company or the Website or any content or data contained on the Website; or (iii) participate or engage in any illegal, deceptive, misleading, fraudulent, unethical or improper practices on, through, by means of or with respect to the Website.

(h) you possess adequate financial and technical knowledge to understand the inherent risks associated with using cryptographic and blockchain-based systems, and purchasing and holding cryptocurrency. These include, but are not limited to, risk of losing access to cryptocurrency due to slashing, loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks. You should have a sufficient understanding of digital assets such as Ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You understand that the markets for digital assets are nascent and highly volatile, and that various risk factors such as adoption, speculation, technology, security, and regulation can impact their value. You also acknowledge the risk of fake tokens, including those that falsely claim to represent projects. Smart contract transactions are executed automatically and are irreversible once confirmed. You acknowledge that the cost and speed of transacting with blockchain-based systems such as Ethereum can vary significantly, and you accept the risks associated with selecting to trade in expert modes, which may result in price slippage and higher costs. You assume full responsibility for all the risks associated with accessing and using our Website and the Services, and understand that we are not responsible for any of these variables or risks, do not own or control the protocol, and cannot be held liable for any losses resulting from your use of our Website or the Services.

(i) You acknowledge that cryptocurrencies and other similar digital assets are neither deposits of or guaranteed by a bank nor insured by any other governmental agency.

(j) you are solely responsible for maintaining the security of your wallet and your control over any wallet-related authentication credentials, private or public cryptocurrency keys, non-fungible tokens or cryptocurrencies that are stored in or are accessible through your wallet. Any unauthorized access to your cryptocurrency wallet by third parties could result in the loss or theft of your assets held in your wallet and any associated wallets, including any linked financial information such as bank account(s) or credit card(s). We are not responsible for managing and maintaining the security of your cryptocurrency wallet nor for any unauthorized access to or use of your cryptocurrency wallet. If you notice any unauthorized or suspicious activity in your cryptocurrency wallet that seems to be related to this Website, please notify us immediately.

(k) cryptocurrencies and non-fungible tokens are cryptographically signed to keep them secure, however, this encrypted coding merely identifies the digital asset itself, without identifying the underlying owner. Thus, the holder of the cryptocurrency encryption keys becomes its owner, and there is no coding in the asset identifying who the rightful owner is. While the cryptographic signatures are meant to keep the cryptocurrency secure, the lack of an identity feature means if a cryptocurrency is stolen from the wallet, there is no way for the public to identify it. You agree and acknowledge that the Company is not responsible for any theft or loss of asset occurred in connection with using the Website or the desktop application even if the loss of funds was a result of errors in protocol codes that can lead to a freeze of assets or inability to collect tokens, or cyberattack that exploited certain vulnerabilities of the Website.

(l) when digital asset is sent to a third-party, such transaction is completed on the Blockchains. This means that such transaction is irreversible, and we do not have the ability to reverse or recall any transaction once initiated. You accept and acknowledge that we will not be responsible for the risks of engaging in any transactions relating to your digital assets with third parties. You bear all responsibility for any losses that might be incurred as a result of sending digital assets to an incorrect or unintended address.

(m) NFTs issued by the Company are not securities or financial instruments and are not offered for investment purposes. The commercial or market value of the NFTs may materially diminish in value as a result of a variety of things, including negative publicity associated with the Company.

(n) you are not prohibited or restricted from accessing and using the Website or the Services by reason of any applicable laws, and your access and use of the Website and the Services do not constitute a breach of any applicable laws.

(o) you are acting for your own account and on your own initiative, and are not relying on any communication (written or oral) from us as solicitation, recommendation, marketing, promotion or investment or similar advice.

(p) you understand that the Company does not offer or provide any financial services or financial products, including (but not limited to) services or products related to securities, commodities or investments of any kind.

(q) you are solely responsible for determining the nature, potential value, suitability, and appropriateness of the Services and the related risks for yourself, and that we do not give advice or recommendations regarding our Services, including regarding the suitability and appropriateness of using the Services. You agree and understand that you access and use this Website at your own risk; however, this brief statement and the Risk Disclosure Statement do not disclose all of the risks associated with the use of the Website and other digital assets. You agree and understand that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using our Website.

(r) interacting with smart contracts, there is always a residual risk of the smart contract containing a vulnerability or bug.

(s) the share of staked assets attributed to a validator can be slashed in case the validator signs more than one block at the same time. You agree and understand that we are not responsible for any loss of funds or rewards arising out of double signing or unavailability.

(t) understand and acknowledge that Company provides a decentralized staking protocol that allows Ethereum holders to earn rewards by staking their assets on the Ethereum Beacon Chain through smart contracts. You acknowledge and agree that we have no control over any transactions, the payment method of any transactions, or any actual payments of transactions. You must ensure that you have a sufficient balance to complete any transaction using the Website before initiating such transaction.

(u) you agree to run MEV-Boost and MEV-Share next to the validator at all times and transfer any and all MEV rewards, tips and other residual income to us that you extract or receive by your efforts as a validator.

(v) you will not be knowingly engaged in any activity that would reasonably be expected to result in sale, assignment, or transfer of any NFT minted through the Website to a person who is a citizen, resident, national or agent of, or an entity organized, incorporated or doing business in any of the Restricted Countries as defined in this Section 15.

(w) you will not be knowingly engaged in any activity that would reasonably be expected to result in sale, assignment, or transfer of any NFT minted through the Website to a

person who is a U.S. person as defined by 22 U.S. Code § 6010 a citizen, or a resident, national, agent of, or an entity organized, incorporated or doing business in Canada.

16. Compliance with Applicable Laws. As a condition to accessing or using the Website and the Services, you agree

(a) you will not violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws, any relevant and applicable privacy and data collection laws, in each case as may be amended. You will not use the Website for any purpose that is unlawful. You will not export, reexport, or transfer, directly or indirectly, any of our technology in violation of applicable export laws or regulations.

(b) you will comply with all the applicable laws of the jurisdiction in which you reside in connection with using any features of the Website including but not limited to (i) the legal requirements for the purchase of the non-fungible token or cryptocurrency and use of the Services, (ii) any exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the acquisition, transaction, holding, redemption, sale, or transfer of non-fungible token or cryptocurrency.

(c) you will only use the Services and the Website for lawful purposes and in accordance with these Terms. You will ensure that all information you provide on the Website is current, complete, and accurate. You will maintain the security and confidentiality of access to your cryptocurrency wallet address.

(d) you will not infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Website. You will not misrepresent the truthfulness, sourcing, or reliability of any content on the Website.

(e) you will not use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website or the protocol, or that could damage, disable, overburden, or impair the functioning of the Website.

(f) you will not try to get around any security measures or content filters put in place by the Company.

(g) you will not access any parts of the Website that you are not authorized to use.

(h) you must not use any robots, spiders, crawlers, scrapers, or other automated tools or interfaces that are not provided by us to access the Website and extract data. You must not introduce any malicious software or code that could harm the Website or its users, including but not limited to malware, viruses, trojan horses, worms, logic bombs, drop-dead devices, backdoors, or shutdown mechanisms.

17. Non-Custodial and No Fiduciary Duties. The Website is strictly non-custodial in nature, and we do not have custody or control of your digital assets at any point. You are solely responsible for safeguarding your cryptographic private keys for your digital asset wallets and should not share your wallet credentials or seed phrase with any unauthorized party. We do not assume any responsibility for or liability to you in connection with your use of a wallet, and make no representations or warranties regarding how our Website will operate with any specific wallet. Any associated wallet is your sole responsibility, and we are not liable for any actions or

omissions by you resulting from a compromised wallet. This Agreement does not create or impose any fiduciary duties on us.

18. Suspension.

(a) Your account will be suspended if we are unable to complete payment transactions for our Services. The suspended account will remain functional, but all service requests will be rejected for lack of funds and the execution of pending Services will be suspended. You will continue to incur charges in respect of your account. Suspension will end only upon settling all outstanding balances.

(b) We may suspend your access to your account in the event we have a reasonable basis to believe the use of your account violates applicable laws or is in violation of this Terms of Use.

(c) We may also suspend your access to your account for failure to run MEV-Boost and MEV-Share bots.

(d) Any termination of suspension may subject you to pay a reactivation fee based on our Price Plan.

19. Termination.

(a) We may terminate or suspend your access to all or part of the Website or the Services for any or no reason, with or without notice. Notwithstanding the foregoing, we shall terminate your access to your account immediately if: (i) you fail to cooperate or provide information on an investigation by a local, state or federal governmental agency; or you violate any provision of these Terms of Use, or breach any of your representations or warranties; (ii) your account is suspended for more than 30 days for failure to pay for any of our Services; your account activity violates any local, federal or state laws. After we terminate your access to your account, you will have 30 days to remove your data before we delete your account, (iii) for failure to transfer income specified in Section 15(o) herein.

(b) You may terminate and delete your account any time without giving any prior notice.

(c) All sections which by their nature should survive the termination of these Terms of Use shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

20. Electronic Communication.

(a) We or our affiliated entities, may be required to provide certain legal and regulatory disclosures, periodic statements and confirmations, notices, tax forms and other communications (collectively "Communications") to you in written form. By agreeing to these Terms, you consent to Company delivering such Communications to you in electronic form, including e-mail. Consent for electronic delivery applies to every year the Communications are furnished. If you no longer have access to your account to receive the Communications in electronic format, then you may request the Communication in written form.

(b) You agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement such communications would satisfy if they were provided in writing. We will use reasonable efforts to honor any request you may have to opt out from receiving certain e-mails. With respect to these Terms of Use, you waive any rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent such waiver is not prohibited under applicable law.

21. Miscellaneous.

(a) Entire Agreement. These Terms of Use constitute the entire and exclusive understanding and agreement between you and us regarding your use of and access to the Website.

(b) No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

(c) Severability. In the event that any part of the Terms of Use is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

(d) Governing Law. These Terms are governed by the laws of Cayman Islands, without regard to any conflict of law principles.

(e) Arbitration. Any disputes or claims arising in connection with these terms, including questions related to its validity, existence, or termination, shall be conclusively and exclusively resolved through arbitration administered by the London Court of International Arbitration (LCIA) under its Rules. Any judgment rendered by the arbitrator(s) may be entered in any court with competent jurisdiction. The arbitration proceedings shall be conducted in English, and the seat of arbitration shall be located in the Cayman Islands. The parties shall keep the arbitration proceedings confidential and not disclose any information regarding the arbitration to any third party except as required by law. The LCIA may determine whether a single arbitrator or a three-member panel is necessary to resolve the dispute. The arbitrator(s) have the authority to provide any remedy or relief that a court of competent jurisdiction could award, including injunctive relief. Any decision or award rendered by the arbitrator(s) shall be final and binding, and any judgment may be entered in any court of competent jurisdiction. Each party is responsible for its own costs, expenses (including legal fees), and any other expenses incurred in connection with the arbitration proceedings.

(f) Class Action. YOU AND WE AGREE THAT THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD, OR ARBITRATED AS A CLASS ACTION (INCLUDING WITHOUT LIMITATION OPT OUT CLASS ACTIONS OR OPT IN COLLECTIVE CLASS ACTIONS), OR IN A REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL CAPACITY ON BEHALF OF A CLASS OF PERSONS OR THE GENERAL PUBLIC. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY.

(g) Assignment. You acknowledge and agree that you may not assign, delegate, sub-contract or otherwise transfer your rights or obligations under the Terms. The Company may

transfer, assign, delegate, sub-contract or otherwise transfer its rights and obligations under the Terms without notifying you or obtaining your consent.

Appendix A

Risk Disclosure Statement

This Risk Disclosure Statement provides you with information about some of the key risks associated with use of the Website, the Services and other services provided by the Company from time to time. The information set out in this Risk Disclosure Statement is not comprehensive and does not reflect all of the risks or factors you need to consider before using the Website and the Services. You must make your own independent decision to access or use the Website and the Services, and should seek any independent advice that you consider necessary or desirable. Capitalized terms not otherwise defined in this Risk Disclosure Statement shall bear the same meaning as in the Terms of Use.

Staking rewards come from the underlying blockchain protocol or network. The Company facilitates staking by providing a decentralized staking protocol that allows Ethereum holders to earn rewards by staking their assets on the Ethereum Beacon Chain through smart contracts. The Company does not custody or manage any property of its users to generate staking rewards, and each user is responsible for generating their own staking rewards. The Company has no control over the rewards offered by the underlying blockchain protocol or network, which may be subject to change at any time. Users acknowledge that the underlying blockchain protocol or network may impose penalties (slashing) for any violation of protocol rules, and users may have their staking rewards deducted. The Company does not guarantee the value of your staked assets or associated rewards, and is not responsible for any decrease in the value of your staked assets or associated rewards.

The Company does not provide or offer any financial services or financial products. Nothing contained on the Website or during the provision of the Services can be construed as a solicitation, recommendation or offer to acquire or dispose of any security, commodity, investment or to engage in any other financial transaction. No information set out on the Website or during the provision of the Services can be construed as investment advice, recommendation or representation about the suitability or appropriateness of any financial product or service.

The Website and the Services are not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation. When you access the Website and the Services, you do so on your own initiative and are responsible for compliance with applicable local laws and regulations. The Website and the Services are not directed to any person in any jurisdiction where the publication or availability of the Website and the Services are prohibited by reason of that person's nationality, residence or otherwise. If you are under such restrictions, you must not access the Website and the Services.

The legal and regulatory landscape concerning cryptocurrencies and other digital assets continues to develop at a rapid pace. New laws and regulations may be enacted in the future that apply to blockchain technology and digital assets, and related service providers, which may adversely affect digital assets generally or the provision of the Services to you. The Company may be required to limit the availability of the Website or the Services to users based on their citizenship, residence or location. However, you remain solely responsible for complying with any and all local regulations, directives, restrictions and laws applicable to you.

The Company cannot control how third-party exchange platforms quote or value cryptocurrencies and other digital assets. We expressly deny and disclaim any liability to you and deny any obligations to indemnify or hold you harmless for any losses you may incur as a result of fluctuations in the value of cryptocurrencies or other digital assets.

Smart contracts execute automatically when certain conditions are met. We do not have the ability to reverse a transaction that is recorded on a public blockchain. You are responsible for ensuring that any details entered you enter in connection with a transaction using any smart contracts are accurate and complete. We are not responsible for any losses due to your errors, including an incorrectly constructed transaction. Further, since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming and design or other vulnerabilities that may arise due to hacking or other security incidents can have adverse effects to digital assets, including but not limited to significant volatility and risk of loss.

There are inherent risks associated with using or interacting with public blockchains and blockchain technology. There is no guarantee that such technology will be unavailable or subject to errors, hacking or other security risks. Underlying blockchain protocols may also be subject to sudden changes in operating rules, including forks, and it is your responsibility to make yourself aware of upcoming operating changes.

Ether.fi Privacy Policy

This Privacy Policy of Ether.Fi SEZC (“ether.fi,” “us,” “we,” and “our”) describes the information we collect about you when you access our website at ether.fi (the “Site”), enter into agreements with us, use our services and products, send us communications, or otherwise engage with us, and what we do with such information. Any references to ether.fi in this Privacy Policy also refer to its wholly owned subsidiaries. This Privacy Policy covers all of our services and products and all methods by which you may access our Site.

Controller Details

Ether.Fi SEZC,
Strathvale House, 4th Floor, 90
North Church Street George Town,
Grand Cayman, Cayman Islands, KY1 9012

Contact email address: admin@ether.fi

Scope of This Policy

This Privacy Policy is applicable to all Personal Information collected by our Site (“Personal Information”). For the purposes of this Privacy Policy, Personal Information is information that can reasonably identify, relate to, describe, be associated with, or reasonably be associated with a particular individual or household. Personal Information also includes information that may be classified as “Personal Data” or “Personally Identifiable Information” in some jurisdictions. This Privacy Policy does not apply to anonymized or de-identified data that cannot be used to identify you.

Personal Information We Collect

We may collect, store, use, and transfer the following types of Personal Information:

Identity Data such as cookie ID email address,

Transaction Data such as cryptocurrency wallet address(es), information relating to your ether.fi account and cryptocurrency trading transactions and related information for deposits or withdrawals.

Device Data such as internet protocol (IP) address, device type and model, device keys, device location, web browser type and version, operating system (OS) type and version, device creation/modification/authentication dates, device IDs, device login history.

Purposes and Legal Basis of Collection and Processing of Personal Information

Purpose of Processing	Persona Data	Legal Basis
Providing service for you in accordance with our Terms of Use and other agreements.	email address, internet protocol (IP) address, device type and model, device keys, device location, web browser type, cryptocurrency wallet address(es),	your consent necessary for the performance of our contractual obligations
Verify user information, prevent fraud	, internet protocol (IP) address, device type and model, device keys, device location, web browser type, cryptocurrency wallet address(es)	necessary for the performance of our contractual obligations vital interest
Personalize our service, associate staking to you.	internet protocol (IP) address, device type and model, device keys, device location, web browser type and version, operating system (OS) type and version, device creation/modification/authentication dates, device IDs	your consent necessary for the performance of our contractual obligations
Communicating with you in connection with the use of our service and providing customer support.	email address	your consent necessary for the performance of our contractual obligations
To improve our service, enhance customer experience, resolve bugs, errors and other issues that may arise during the operation.	internet protocol (IP) address, device type and model, device keys, device location, web browser type and version, operating system (OS) type and version	your consent necessary for the performance of our contractual obligations
For website analytics, data aggregations from the information to improve our service.	cookies	your consent for marketing cookies necessary for the performance of our contractual obligations

Determine general geo-location information (country and region) to safeguard our service and comply with relevant laws and regulations.	address, internet protocol (IP) address	protect the vital interests of the data subject or of another natural person compliance with a legal obligation
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How We Collect Information

Direct Interactions. You provide Personal Information when you use our services and products, open an account with us, request marketing information, participate in a promotion, engage with our social channels and/or contact us with questions or requests.

Technological Interactions. When you use our services and products, use our applications, or visit our website, we may collect device data and online data through cookies and other similar technologies (see Cookies and Automatically Collected Data). We may also collect cryptocurrency wallet addresses.

How We Use Your Personal Information

We use information that we collect about you or that you provide to us, including any Personal Information:

- To present our Site, and its contents to you.
- To provide you with information that you request from us.
- To fulfill any other purpose for which you provide it.
- To notify you about changes to our Site.
- To allow you to participate in interactive features on our Site.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.
- Research and development purposes. We may use Personal Information for testing, research, analysis, product development, and machine learning to improve the user experience. This helps us to make our services more convenient and easier-to-use, enhance the safety and security of our services, and develop new services and features.
- Marketing. We may use Personal Information to market our services to our users. This includes sending users communications about ether.fi services, features, promotions, studies, surveys, news, updates, and events. We may do so through various methods, including, email, push notifications, in app communications and ads, and ads on third party platforms.
- Legal proceedings and requirements. We may use Personal Information to investigate or address claims or disputes relating to use of our services, to satisfy requirements under

applicable laws, regulations, or operating licenses or agreements, or pursuant to legal process or governmental request, including from law enforcement.

- Non-marketing communications. We may use Personal Information to inform you of changes to our terms, services, or policies; or send other communications that aren't for the purpose of marketing the services or products of ether.fi or its partners.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your Personal Information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

We will not use your Personal Information for purposes other than those purposes we have disclosed to you without your permission. If we need to use your Personal Information for an unrelated, new, or additional purpose, we will notify you and obtain your consent to use it for such unrelated, new, or additional purpose.

Sharing Your Personal Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose Personal Information that we collect, or you provide as described in this Privacy Policy:

- To our subsidiaries and affiliates.
- To contractors and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of ether.fi assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Information held by ether.fi about our users is among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your Personal Information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our Terms of Use and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of ether.fi, our customers, or others.

Opting Out of Sharing Your Personal Information

In addition to the circumstances described above, from time to time, we may request your permission to allow us to share your Personal Information with third parties. You may opt out of having your Personal Information shared with third parties, under certain circumstances, or from allowing us to use your Personal Information for a purpose that is incompatible with the purposes for which we originally collected it, or subsequently obtained your authorization. If you choose to so limit the use of your Personal Information, certain features or ether.fi services may not be available to you.

Permanent Information

Blockchain records are permanent, uneditable and immutable digital records. Interactions with the smart contract logs and events will create permanent records, which cannot be deleted.

Third-Party Websites

We may have links to unaffiliated third-party websites on our Site. These third-party websites have their own privacy policies. We have no involvement with their policies and are not responsible for their practices. You are encouraged to review the privacy policies of all third-party websites you visit.

Sale of Your Personal Information

We do not sell your Personal Information.

Personal Information of Minors

Our services and products are not intended for individuals under the age of eighteen (18). We do not knowingly collect and use Personal Information related to minors.

Cookies and Automatically Collected Data

Cookies are small text files sent from a site to a user's device to store bits of information related to that user or device. First-party cookies are put on your device directly by our website, which allows us to collect analytical data and provide other useful functions that create a good user experience. Third-party cookies are placed on your device by a third party (e.g.: advertiser or analytic system). The third parties who serve cookies on our site may link your Personal Information to other information they collect.

Certain features of our Site may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Site. Flash cookies are not managed by the same browser settings as are used for browser cookies.

Pages of our Site and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for

example, recording the popularity of certain website content and verifying system and server integrity).

We use the following types of cookies:

- Strictly Necessary Cookies allow us to provide basic website functions such as browsing capabilities and secure access.
- Functional Cookies allow us to provide enhanced functionality. For example, we use these cookies to notify you of account updates, notifications, and reminders. You may refuse to accept these cookies; however, this may affect access to certain parts of our website. Additionally, you may not be able to take advantage of personalized features.
- Performance / Analytics Cookies collect information about how you use our Site, for example, which pages you visited, and which links you clicked. The information collected is aggregated and cannot be used to identify you.
- Marketing Cookies may be set on our Site by our advertising and marketing service providers and partners. They are used to track online activities and help us provide relevant advertising, links, or other information about our services and products to users visiting other websites after visiting our Site.
- Wallet Cookies are generated by the Site or the payment gateways when users perform blockchain-based transactions online. These cookies may store information on certain user characteristics and transaction information. Cookies may also collect wallet addresses.

We may also use automatic data collection technologies to authenticate users remembering user preferences and settings; to determine the popularity of content and measure the effectiveness of advertising campaigns; analyze site traffic and trends, and generally understanding the online behaviors and interests of people who interact with our services.

Managing Cookies and Other Similar Technologies

You can activate or later deactivate the use of cookies through a functionality built into your web browser. If you want to learn more about cookies, or how to control, disable or delete them, please visit <https://www.allaboutcookies.org/> for detailed guidance.

You can opt out of certain web-based targeted advertising by visiting the Digital Advertising Alliance (DAA) for participating companies at <https://optout.aboutads.info/?c=2&lang=EN> , or the Network Advertising Initiative (NAI) for participating companies at <https://optout.networkadvertising.org/?c=1>.

Individuals residing in Canada can visit <https://youradchoices.ca/en/tools> to learn about the DAA's opt out choices. Individuals residing in Europe can learn about opt out choices for web-based targeting advertising by visiting <https://www.youronlinechoices.eu/>.

Security

We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your Personal Information transmitted to our Site.

Storing Personal Information

We will store your Personal Information until:

- They are necessary to render you Services.
- Your consent is withdrawn, expires or otherwise becomes invalid.
- You exercise your right to erasure.
- We have received a court order or a lawful authority's request mandating us to permanently delete all the Personal Information we have obtained about you.
- It is required by applicable laws.

Your Rights with Regard to Personal Data Processing

In connection with the accessing, browsing of the Site and using the services, you shall be entitled to exercise certain rights laid down by the GDPR, similar privacy laws and outlined herein below, however exercise of some of those rights may not be possible in relation to the Site and services taking account of the services' nature, manner, form and other applicable circumstances. In some cases, we may ask you to provide us additional evidence and information confirming your identity.

- Right to Access: you may request access to all Personal Information being processed about you by sending an email request to admin@ether.fi.
- Right to Rectification: if your Personal Information is inaccurate, you have the right to have the data rectified without undue delay. If you wish to rectify your personal information please send us an email request to admin@ether.fi
- Right to Erasure (Right to be Forgotten): you can send us the request to delete your Personal Information we are currently processing about you.
- Restriction of Processing: you are entitled to request restriction of processing of your Personal Information.

- **Objection to Processing:** under certain circumstances you may exercise this right with respect to your Personal Information. For example, you have absolute right to object to processing of your Personal Information if it is for direct marketing purposes.
- **Right to Data Portability:** you may exercise this right with respect to your Personal Information which allows you to obtain and reuse your Personal Information for your own purposes across different services.
- **Consent Withdrawal Right:** you are entitled to withdraw consent to the processing of your Personal Information. In particular, you can change your cookie choices by using our cookie consent tool built in the website. You can exercise your right to withdraw consent by unsubscribing from our email newsletter.
- **Automated Decision-Making, Profiling:** you have the right to object to decisions based solely on automated processing, including profiling.
- You shall have the right to file a complaint with a competent data protection supervisory authority.

Please keep in mind that the use of services based on public blockchains intended to immutably record transactions across wide networks of computer systems. Many blockchains are open to forensic analysis which can lead to deanonymization and the unintentional revelation of personal data, in particular when blockchain data is combined with other data. Because blockchains are decentralized or third-party networks which are not controlled or operated by us, we are not able to erase, modify, or alter personal data from such networks.

International Data Transfer

We may transfer information collected about you, including Personal Information, to affiliated entities, or to other third-party service providers across borders and from your country or jurisdiction to other countries or jurisdictions around the world (all solely for legitimate business purposes). Please note that we may transfer such information to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to such transfer of information. Such jurisdictions are the US and the EU/EEA.

Transfers of Personal Information to third countries, shall be made subject to appropriate safeguards approved by government authorities such as standard contractual clauses adopted by a supervisory authority and approved by the European Commission.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our Privacy Policy on this page with a notice that the Privacy Policy has been updated on the Site home page. If we make material changes to how we treat our users' Personal Information, we will notify you by email to the primary email address specified in your account and through a notice on the Site. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Site and this Privacy Policy to check for any changes.

EXHIBIT B PRICING PLAN

In this pricing plan, we outline Ether.Fi SEZC's ("ether.fi," "us," "we," or "our") pricing terms when you interact with the Ether.fi Protocol and any related desktop application including any content, functionality, and services offered on or through ether.fi or our desktop application (the "Website"). This Pricing Plan applies to ether.fi and its wholly-owned subsidiaries, encompassing all our services and products.

- **Node Operators Fee:** Node operators play a critical role in the security and stability of the network. To incentivize their participation, 5% of the total staking rewards, inclusive of any and all execution layer rewards, will be allocated to Node Operators. This fee helps cover their operational costs and ensures a strong and reliable network infrastructure.
- **Protocol Fee:** The protocol itself requires resources for development, maintenance, and ongoing improvements. To sustain and enhance the protocol's capabilities, 5% of the total staking rewards, inclusive of any and all execution layer rewards, will be allocated to the Protocol. This fee is essential for long-term sustainability and innovation within the ecosystem.
- **Stakers' Rewards:** The primary focus of the staking protocol is to provide rewards to stakers who contribute their tokens to secure the network. Accordingly, 90% of the total staking rewards, inclusive of any and all execution layer rewards, will be distributed to stakers. This encourages widespread participation and ensures that those who stake their assets in the protocol receive the majority of the rewards.

This pricing plan ensures a fair and balanced distribution of rewards among Node Operators, the protocol development team, and the stakers who help secure the Ethereum network. It fosters a healthy ecosystem that encourages participation and innovation while maintaining the network's security and reliability.