

Wildcat Terms of Use

17 January 2025

1 Introduction and Agreement

1.1 Welcome and Overview

Welcome! These Terms of Use ('Terms') govern your access to and use of the products, services and related information and materials (collectively, the 'Products') offered by Wildcat Foundation ('Company,' 'we,' 'us,' or 'our'), which includes wildcat.finance, app.wildcat.finance and the interface and related services that facilitate interaction with the Wildcat Protocol (the 'Protocol'). You understand and acknowledge that the Protocol is not a Product. See Section 4 below titled 'Products vs. Protocol' for an overview.

1.2 Binding Agreement

These Terms form a legally binding agreement between you and us. By accessing or using the Products, you confirm that you accept these Terms and agree to comply with them. If you do not agree, you must cease using the Products immediately.

1.3 Incorporation of Other Terms and Policies

Your use of the Products is also subject to any other Product-specific terms we may provide or include with the Products – such as licence terms included in the files of downloadable software components – as well as our Risk Disclosures and Privacy Policy, which are all incorporated by reference. Please review these documents carefully as they also contain important information.

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

2 Modification of Terms

2.1 Right to Modify

We reserve the right to modify, amend, or update these Terms at our discretion. Any changes will be effective immediately upon posting on the Products, with the 'Last Updated' date reflecting the revision. We may also provide notice of modifications via email, pop-up notifications, or announcements on or through the Products. It is your responsibility to review the updated Terms, and your continued use of the Products constitutes acceptance of the changes.

2.2 Continued Use

If you continue using the Products after any modifications, you accept the updated Terms. If you do not agree with the changes, you must discontinue your use of the Products.

2.3 Retroactive Application

Modifications to these Terms will apply only prospectively. If any modification is found to be unenforceable, it will be applied within the bounds of enforceability without affecting other provisions.

3 Disclaimers and Acknowledgments

3.1 No Custodial Services

We do not provide custodial services or control your digital assets. You are responsible for managing your digital wallet and private keys, securing your digital assets, and safeguarding against unauthorised access. We disclaim all liability for any loss or damage resulting from your loss of control over these keys or any unauthorised access to your digital assets.

3.2 Risks of Digital Assets

You acknowledge that digital assets can be volatile, and you may lose some or all of your digital assets. Using the Protocol involves significant risks outlined in our Risk Disclosures – see also Section 4 below (titled 'Products vs. Protocol').

3.3 No Financial Advice

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

3.4 We are not Intermediaries

Due to the non-custodial and decentralised nature of the Products and Protocol, we are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you or any third-party regarding any other decisions or activities that you affect when using the Products or Protocol.

4 Products vs. Protocol

4.1 Products Overview

The Products include the websites `wildcat.finance` and `app.wildcat.finance`, along with related applications and tools. The Protocol, as further explained below, is a decentralised finance (DeFi) application for the lending and borrowing of Ethereum-based crypto assets. The Products provide a user interface and other means of interacting with the Protocol but do not include the Protocol itself. Neither the Company nor the Products manage or control transactions or assets using the Protocol beyond dictating who is eligible to deploy Markets using the Products - see Section 6.1 below (titled 'Markets Overview').

4.2 Your responsibility to understand and accept Risk Disclosures Policy

Before interacting with the Products or Protocol, you are strongly encouraged to thoroughly review the Risk Disclosures document available at <https://docs.wildcat.finance/legal/risk-disclosure-statement>. This document outlines the significant risks associated with decentralised finance applications, blockchain technology, and digital assets. **BY USING THE PRODUCTS AND PROTOCOL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE RISKS DETAILED IN THE RISK DISCLOSURES.** The Company disclaims all liability for losses resulting from these inherent risks, including but not limited to, smart contract vulnerabilities, market volatility, unforeseen interactions with other blockchain protocols, services and products. Your continued use of the Products and Protocol signifies your acceptance of these risks and your agreement to be bound by the terms outlined in the Risk Disclosures.

4.3 Protocol Independence

We disclaim all responsibility for the operation, performance, or security of the Protocol. Users are solely responsible for reviewing and understanding any updates, forks, or modifications to the Protocol before interacting with it. The Company disclaims liability for any actions based on outdated or incorrect information.

4.4 User Responsibility

Users are solely responsible for their interactions with the Products and Protocol and any transactions they conduct. Users must understand the decentralised nature of the Products and Protocol and the inherent risks associated with blockchain technology.

4.5 No Warranties on Products or Protocol

The Company makes no representations or warranties, express or implied, regarding the security, reliability, functionality, or availability of the Products and Protocol. Users acknowledge that the Products and Protocol operate independently of the Company, which has no control over the Products or Protocol, and bears no responsibility for, any bugs, vulnerabilities, or failures in the Products or Protocol. Users are solely responsible for understanding the risks of interacting with the Products and Protocol, including potential losses due to changes, forks, or failures in smart contracts.

4.6 Experimental Technology

You acknowledge that the Protocol and our Products operate on experimental technology. As such, you accept the inherent risks associated with using decentralised finance applications built on this technology. These risks include, but are not limited to, smart contract vulnerabilities, potential loss of digital assets, unforeseen interactions with other blockchain protocols or events, lack of warranties or other performance guarantees, lack of maintenance obligations, cyber-attack vulnerabilities, and potential intellectual property infringement claims.

4.7 Assumption of Risk

By accessing and using the Protocol and Products, you acknowledge and agree that the Protocol operates autonomously on decentralised blockchain networks and that the Company has no control over the Protocol, its smart contracts, or their execution. You further acknowledge that interactions with the Protocol may expose you to significant risks, including but not limited to, irreversible transactions, market volatility, smart contract vulnerabilities, and potential loss of digital assets. You agree that you fully assume these risks and understand that the Company disclaims all liability for any such risks, including but not limited to, losses resulting from protocol errors, network failures, or interactions with other blockchain systems.

5 Your Products and Services

5.1 Obligations to Your Users

Certain Products allow you to configure and deploy your own products and services to your own users and other third parties using the Protocol. You are solely responsible for those products and services and the activities conducted by you or anyone else in connection with those products and services. You, on behalf of yourself and your third-party users, expressly waive and release us from any and all liability, claims, causes of action, losses and damages arising from or in any way relating to your products and services. By using our Products, you agree that you will include in your agreement(s) with the users of your products and services the necessary waivers and disclaimers to ensure that those users do not seek any recourse or recovery from us.

5.2 Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, agents, and contractors from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the Products and Protocol or your products and services, including, but not limited to, any claims related to third-party rights, applicable laws, tax obligations, or regulatory violations.

6 Markets: Borrowers and Lenders

6.1 Markets Overview

The Products allow certain users to use the Wildcat Protocol to create and deploy custom smart contract markets ('Markets') to facilitate credit lines involving digital assets. The Company does not control, influence, permission or monitor the design, parameters, or operation of any Markets created by any party using the Wildcat Protocol or otherwise created using the Products. All Markets are entirely user-generated, and the Company bears no responsibility for any aspect of their creation, management, or outcomes.

6.2 Market Deployers/Borrowers: Responsibility and Liability

As a creator of a Market, you acknowledge and agree that:

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

blockchain events.

The Company has no control over, and disclaims any responsibility for, the risk parameters, attributes, and performance of your Market. You understand that the Company does not provide oversight or validation of your Market's design or execution.

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

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

6.3 Market Users/Lenders: Acknowledgment of Risk and Responsibility

As a user of a Market, you acknowledge and agree that:

You are solely responsible to conduct thorough due diligence before interacting with any Market. The Company makes no representations or warranties regarding the security, reliability, or performance of any Market and does not endorse, review, or vet any Market deployed by third parties.

You understand that Market are user-generated, and the Company has no control over their risk parameters, functionality, or any potential updates. Your use of a Market is entirely at your own risk, and you bear full responsibility for any losses, damages, or liabilities incurred as a result.

You must familiarise yourself with the Company's Risk Disclosures and are bound to the terms therein. By using a Market, you confirm that you have reviewed and understand the risks associated with interacting with decentralised finance applications, including the potential for complete loss of digital assets.

You are solely responsible for determining and ensuring compliance with all applicable laws, regulations, and tax obligations in your jurisdiction. The Company will not be held liable for any legal or regulatory violations arising from your use of any Market, and it is your responsibility to ensure that you are using

the Markets in compliance with the applicable legal regime, including tax laws of your jurisdiction.

As a Market user, you are subject to all terms and conditions outlined in these Terms, including Section 3 (Disclaimers and Acknowledgments), Section 13 (Limitation of Liability), and Section 14 (Indemnification). You further agree that your use of any Market is governed by these provisions, and the Company disclaims all liability for any consequences of your interactions with Markets.

6.4 No Control or Warranties

The Company makes no warranties, express or implied, regarding the security, reliability, functionality, or performance of any Market created or used on the Protocol. All Markets operate independently of the Company, which has no control over, and disclaims all responsibility for, any issues, bugs, vulnerabilities, hacks, attacks, or failures related to Markets. Users and creators of Markets must understand that their interactions with Markets are at their own risk and that the Company disclaims all liability for any associated losses.

6.5 No Guarantee of Performance or Security

The Company expressly disclaims any and all warranties, whether express or implied, regarding the security, reliability, functionality, or performance of any Market or the Protocol itself. Users of the Market and Protocol assume all risks associated with their use, including but not limited to, the risk of smart contract failures, unauthorised access, or market volatility. The Company shall not be held liable for any losses, damages, or liabilities arising from the use of Market or the Protocol.

6.6 Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, agents, and contractors from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of any Market, including, but not limited to, any claims related to third-party rights, applicable laws, tax obligations, or regulatory violations.

7 Eligibility and Access

7.1 Eligibility Requirements

To access and use the Products, you must:

- Be at least 18 years old or of legal age to form a binding contract in your jurisdiction.

- Not be a resident or located in any jurisdiction where the use of the Products or Protocol is prohibited by law.

7.2 Duty to Disclose

You agree to notify the Company immediately if your eligibility status changes. The Company reserves the right to verify your eligibility at any time and may restrict or terminate access if eligibility cannot be confirmed.

7.3 No Access from Restricted Jurisdiction

You represent and warrant that you will not access or use the Products from any jurisdiction where such access or use is prohibited by law. You further agree not to use any virtual private network ('VPN') or other tools to circumvent restrictions. Any attempt to do so may result in immediate termination of your access and potential legal actions.

7.4 Geographic Restrictions

The Products and Protocol are not intended for use by individuals or entities located in, incorporated in, or residing in countries or jurisdictions where such use is prohibited by law, including but not limited to any jurisdiction subject to comprehensive sanctions or embargoes – including those jurisdictions listed in Section 7.5 below (titled “Sanctioned Jurisdictions”). Users are prohibited from accessing the Products from these jurisdictions, and any attempt to use technology, such as a VPN, to circumvent these restrictions is strictly forbidden. By using the Products or Protocol, you represent and warrant that you are not located in or accessing the Products from any prohibited jurisdiction or Sanctioned Jurisdiction. Access to certain features or products may be restricted or only available to certain users based upon their location, residence or other information. Users should confirm that all functions required to manage any positions taken or transactions of assets initiated or performed using the Protocol or Products are available to them at all times, and users hereby acknowledge and affirm that they may not have access to all functions should they attempt to access any the Protocol or Products from a different jurisdiction, or geographical location, or via a VPN.

7.5 Sanctioned Jurisdictions

As of the 'Last Updated' date above, the list of Sanctioned Jurisdictions is as follows:

- Iran
- Cuba
- North Korea (DPRK)

- Syria
- Crimea, Donetsk and Luhansk regions in Ukraine
- Russia

7.6 Sanctioned Persons

You hereby agree and affirm that you are not a 'Sanctioned Person' or accessing the Products or Protocol on behalf of, for the benefit of, or at the direction of any Sanctioned Person. For purposes of this Section 7.6, a Sanctioned Person is any of the following:

An individual or entity that is designated under blocking and asset freeze-type sanctions of any jurisdiction including but not limited to the Specially Designated Nationals and Blocked Persons List, which is enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the HM Treasury (HMT) Financial Sanctions List (also known as the UK Consolidated Financial Sanctions List), and the Consolidated Financial Sanctions List enforced by member states of the European Union;

Any entity that is owned 50% or more directly or indirectly, either individually or in the aggregate, by one or more Sanctioned Persons, or otherwise subject to the control of a Sanctioned Person;

The government of any Sanctioned Jurisdiction or the Government of Venezuela, including any subdivision or instrumentality thereof; or Any individual or entity located in, incorporated in, or residing in any Sanctioned Jurisdiction.

Violating this Section 7.6 may result in immediate termination of your access, reporting to authorities, and other legal actions.

8 Prohibited Use

8.1 Compliance with Laws

You agree to comply with all applicable laws, regulations, and guidelines when using the Products and interacting with the Protocol.

8.2 Prohibited Activities

Without limiting the foregoing, you will not:

- Use the Products or Protocol for illegal or unauthorised purposes.
- Attempt to gain unauthorised access to the Products or related systems.

- Use the Products or Protocol to conduct or facilitate money laundering, terrorist financing, or other illegal activities.
- Circumvent security measures implemented by us or the Protocol.
- Engage in market manipulation, wash trading, or other fraudulent activities.

Additional prohibited actions include:

- Engaging in fraudulent activities such as front-running, spoofing, or deceiving other users.
- Using automated means, such as bots, to access or interact with the Products or Protocol without our prior written consent.
- Circumventing content-filtering techniques or security measures, including using a VPN to bypass geographic restrictions.

8.3 Consequences of Prohibited Use

Violating this Section 8 may result in immediate termination of your access, reporting to authorities, and other legal actions.

8.4 Monitoring and Reporting

The Company reserves the right (but is not obligated) to monitor all activities conducted through the Products to ensure compliance with these Terms and applicable laws. Any suspicious activity may be reported to law enforcement or regulatory authorities.

8.5 Cooperation with Authorities

You agree that the Company may cooperate with government or regulatory authorities in investigating any suspected illegal activities. This may include providing information about your activities or identity as required by law.

9 User-Generated Content

9.1 Ownership and License

By submitting information or other content to us, you grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable, and transferable licence to use, reproduce, modify, distribute, and display such content. This licence includes the right to sublicense and distribute your content to third parties. By creating or submitting content to us, including but not limited to Markets or smart contracts, you represent and warrant that such content does not infringe the intellectual property, privacy, or other rights of any third

party, and that it complies with all applicable laws and regulations. You further agree that the Company shall have no liability for any claims, disputes, or damages arising from your content, and you assume full responsibility for any legal consequences that may result from your content or its use on the Products.

9.2 Prohibited Content

You agree that you will not submit content that is illegal, infringing, defamatory, or harmful. We are not obligated to monitor the content but reserve the right to remove any content that violates these Terms.

9.3 No Endorsement

The submission of user-generated content does not constitute the Company's endorsement of such content. The Company disclaims liability arising from user-generated content.

9.4 Responsibility for Content

You are solely responsible for any content you submit, including ensuring it does not violate laws or third-party rights. You agree to indemnify, defend, and hold the Company harmless from and against any claims arising from your content. You acknowledge and agree that the Company is not responsible for, and will not be held liable for, any disputes or claims arising from your content, including but not limited to, intellectual property disputes, privacy violations, or any regulatory actions.

10 Fees and Transactions

10.1 Transaction Costs

Wildcat Foundation does not charge fees for using the Products. However, usage of Markets may result in fees being paid by Market creators depending on the specific asset, product or service. Users are responsible to check the configuration and fee parameters of any Products with which they interact. Additionally, the Ethereum network may impose transaction fees (e.g. gas fees). You are solely responsible for paying these fees. All transactions are final and irreversible, even if made in error or resulting from unauthorised access.

10.2 Irreversibility of Transactions

Transactions on the Ethereum blockchain are irreversible. Ensure all transaction details are correct before submission, as errors cannot be corrected by the Company. All transactions facilitated through the Products are final and non-refundable. This includes any and all fees, including gas fees, as well as any amounts sent or received through the Protocol. Users acknowledge that once

a transaction has been broadcast to the blockchain, it cannot be reversed or modified in any way.

11 Intellectual Property

11.1 Ownership

All intellectual property rights in the Products, including text, graphics, logos, and software, are owned by or licensed to the Company. Your use of the Products does not grant you any ownership rights.

11.2 Restrictions on Use

Except as expressly permitted, you may not copy, modify, distribute, or create derivative works based on the Products without our prior written consent. Unauthorised use of the Products' intellectual property is strictly prohibited and may result in legal action.

12 Privacy

12.1 Data Collection

We collect and use your personal data in accordance with our Privacy Policy available at <https://docs.wildcat.finance/legal/protocol-ui-privacy-policy>. By using the Products, you consent to the collection, use, and sharing of your data as described in the Privacy Policy.

12.2 Blockchain Data

Transactions conducted on the Ethereum blockchain, whether or not using the Products or Protocol, are public, immutable, and beyond the control of the Company. Users are solely responsible for ensuring that any personal information they include in blockchain transactions is minimised and does not compromise their privacy or security. The Company disclaims all liability for any loss, damage, or claim arising from the inclusion of personal data in blockchain transactions, including any claim related to privacy or data protection laws. By using the Products, you acknowledge that the Company has no ability to control or erase personal data recorded on the blockchain, and you assume full responsibility for the consequences of your actions.

13 Limitation of Liability

13.1 General Limitation

To the maximum extent permitted by law, we disclaim all liability for any damages, losses, or expenses, whether direct or indirect, arising from your use of the Products or the Protocol. This includes but is not limited to:

- Acts of third parties, including other users or external attackers.
- Unauthorised access to or use of your account or digital assets.
- Any interruption, suspension, or termination of the Products, whether intentional or unintentional.
- Errors, omissions, or delays in the transmission or delivery of information.
- The inclusion of personal data in blockchain transactions, which cannot be modified or erased by the Company.
- Your failure to comply with these Terms, including any misuse of the Products.

The Company's total liability for any claim shall not exceed the greater of (i) \$1,000 USD, or (ii) the total amount you paid to the Company for the use of the Products within the twelve (12) months preceding the event giving rise to the claim. The Company shall not be liable for any damages arising from software bugs, vulnerabilities, or failures in smart contracts associated with the Products or Protocol. You acknowledge that the Products operate on an experimental basis and may encounter unforeseen issues that the Company cannot predict or mitigate. Furthermore, the Company disclaims all liability for any interruptions or errors caused by third-party service providers, such as those related to blockchain infrastructure or network access.

To the fullest extent permitted by law, all other warranties, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are expressly waived. The Products and Protocol are provided on an 'as is' and 'as available' basis, and you use them entirely at your own risk.

13.2 Maximum Liability

In no event shall we, our affiliates, or any of our respective directors, officers, employees, agents, or contractors be liable to you or any third party for any incidental, indirect, special, punitive, consequential, or similar damages or liabilities whatsoever (including damages for loss of data, information, revenue, profits, or other business or financial benefit) arising out of or in connection with the Products or Protocol, whether under contract, tort (including negligence), civil liability, statute, strict liability, or other theory of liability, and whether or

not we have been advised of the possibility of such damages.

Our total liability for any claim arising out of or relating to the Products or Protocol shall not exceed the greater of (i) \$1,000 USD, or (ii) the total amount you paid us for accessing or using the Products within the twelve (12) months preceding the event giving rise to the claim.

13.3 No Liability for Cyberattacks or Third-Party Malicious Activity

The Company cannot guarantee that the Products or the Protocol will be free from cyberattacks, viruses, or other malicious code that may result in unauthorised access to or loss of digital assets. By using the Products, you acknowledge and accept that the Company shall not be held liable for any damages or losses resulting from denial-of-service attacks, viruses, or other forms of cyberattacks. In addition, the Company shall not be responsible for any losses arising from phishing attacks, social engineering, or other fraudulent activities that target users outside of the Company's control. Users must exercise caution and implement robust security measures to protect their assets and personal information.

The Company cannot guarantee that the Products or the Protocol will be free from cyberattacks, viruses, or other malicious code that may result in unauthorised access to or loss of digital assets. By using the Products, you acknowledge and accept that the Company shall not be held liable for any damages or losses resulting from denial-of-service attacks, viruses, or other forms of cyberattacks. In addition, the Company shall not be responsible for any losses arising from phishing attacks, social engineering, or other fraudulent activities that target users outside of the Company's control. Users must exercise caution and implement robust security measures to protect their assets and personal information.

13.4 Third-Party Dependencies

You agree that any losses incurred due to third-party services are solely your responsibility, and you hold the Company harmless from any related claims. The Company expressly disclaims any responsibility for, and shall not be held liable for, the actions or inactions of any third-party service providers, including but not limited to, third-party decentralised applications, blockchain nodes, oracles, or any other service integrated or used in conjunction with the Products. Any reliance on third-party services is solely at the user's risk, and the Company shall not be responsible for any interruptions, failures, inaccuracies, or damages caused by such services. Users are encouraged to independently verify the reliability and security of third-party services before use.

14 Indemnification

14.1 User Responsibility

In addition to all other indemnification obligations set forth in these Terms, you agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, agents, and contractors (collectively, the 'Indemnified Parties') from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with:

- Your use of, or conduct in connection with, the Products or the Protocol.
- Digital assets associated with your Ethereum address.
- Any feedback, content, or other information you provide to the Company concerning the Products.
- Your violation of these Terms or any applicable law.
- Your infringement or misappropriation of the rights of any other person or entity.

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

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

With respect to all obligations of indemnification contained in these Terms, the Indemnified Parties shall have the exclusive right to control any such action or proceeding and to determine whether the Company wishes to settle, and if so, on what terms. You agree to cooperate fully with the Indemnified Parties in defending any claims and to cover all costs associated with such defence, including reasonable attorneys' fees and expenses.

14.2 Third-Party Enforcement Rights

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

15 Governing Law and Dispute Resolution

15.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Cayman Islands, without regard to its conflict of law principles. By using the Products or interacting with the Protocol, you expressly consent to the exclusive jurisdiction of the courts specified herein and agree that any disputes will be resolved under the governing law selected by the Company. You waive any objection to the venue or forum on the grounds of inconvenience or otherwise.

15.2 Arbitration

Any dispute, claim, or disagreement (each a 'Dispute') arising out of or related to these Terms, the Products or the Protocol, including any Dispute that arose before the effective date of these Terms, shall be resolved through binding individual arbitration. The arbitration shall be confidential, and the arbitrator, the parties, and any involved persons shall maintain the confidentiality of the arbitration proceedings and any related information unless disclosure is required by law. The parties agree to limit the scope of discovery to what is strictly necessary for the resolution of the dispute.

The arbitration shall be conducted in accordance with the rules of the London Court of International Arbitration ('LCIA'). The arbitration shall be conducted by a single arbitrator selected in accordance with the LCIA rules. The arbitrator shall have no authority to award punitive or exemplary damages, attorney's fees, or costs to either party, except as may be expressly provided by law, and shall limit any award of damages to damages proven by the claiming party, subject to limitations of Section 13. The parties agree to limit the scope of discovery to what is strictly necessary for the resolution of the dispute. The arbitrator shall issue a reasoned award explaining the basis of any decision. All arbitration proceedings and outcomes shall remain strictly confidential, except as required by law. The arbitrator shall have the authority to decide all disputes relating to the scope, interpretation, applicability, and enforceability of this arbitration agreement. The parties waive their rights to a judge or jury trial.

15.3 Class Action Waiver

You agree that any Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of group or collective or representative proceeding. You further waive any objection to the enforcement of such an award on the grounds of lack of jurisdiction, improper venue, or any similar grounds, and agree not to seek to invalidate or circumvent the arbitration proceedings or the enforcement of the resulting award.

15.4 Jurisdiction for Non-Arbitrable Disputes

For any disputes that are not subject to arbitration under these Terms, you agree that such disputes will be governed by the laws of England and Wales and will be resolved exclusively in the courts of London, England. You hereby irrevocably submit to the exclusive jurisdiction of these courts and waive any objection to the venue of any such proceeding on the grounds of venue, jurisdiction, or inconvenience of the forum.

15.5 Limitation on Time to File Claims

Any claim arising out of or relating to these Terms or the use of the Products or Protocol must be brought within twelve (12) months from the date the cause of action accrues, or the date you become aware of the facts giving rise to the claim, whichever is later. Any claims not filed within this period shall be deemed waived and time-barred. The parties expressly agree that this limitation period supersedes any statutory limitations that might otherwise apply.

16 Bug Bounties and Security Contests

16.1 Independent Rules

Any bug bounty programs or security contests ('Contests') offered by the Company will be governed by their own specific terms and conditions, which will be provided separately. These terms may include details regarding eligibility, scope, rewards, confidentiality, and other conditions related to participation in the Contests. Participation in any such Contest is subject to your acceptance of the specific rules and conditions applicable to that Contest.

16.2 No Guarantee of Payment

The Company reserves the right to determine, in its sole discretion, the eligibility of submissions, the severity of identified issues, and the corresponding rewards or compensation. The Company further reserves the right to modify, suspend, or terminate any bug bounty or security contest program at any time, without prior notice. The Company may, in its sole discretion, determine whether any

submissions fall within the scope of the program and whether they meet the criteria for rewards. Participation in any such program does not constitute any contractual relationship between you and the Company, and you agree that the Company is under no obligation to provide any payment or compensation for your submissions. The Company is under no obligation to pay any reward or compensation for submissions that it deems invalid, out of scope, or in violation of the Contest rules.

16.3 Limitation of Liability

The Company disclaims all liability arising from or related to any Contest. By participating in a Contest, you agree to release the Company from any and all claims, liabilities, or damages that may arise in connection with your participation, including any issues related to the submission, evaluation, or reward process.

16.4 No Contractual Relationship

Participation in a Contest does not create any contractual relationship between you and the Company, nor does it grant you any rights beyond those explicitly outlined in the specific Contest terms. The Company reserves the right to modify, suspend, or terminate any Contest at any time, without notice and at its sole discretion.

17 Termination

17.1 Termination by Us

We may terminate your access to the Products at any time, for any reason, without notice. Termination may also occur if you breach any provision of these Terms, engage in illegal activities, violate any applicable laws or regulations, or use the Products in a manner that could harm the Company or other users. In the event of termination, the Company may provide notice by email or through the Products. Upon termination, all rights granted to you under these Terms will immediately cease, and you must discontinue all use of the Products. The Company reserves the right to pursue any remedies available under applicable law or in equity in connection with your violation of these Terms. Upon termination, all rights granted to you under these Terms will immediately cease. We reserve the right, in our sole discretion, to modify, suspend, or discontinue, temporarily or permanently, any part of the Products, the Protocol, or any services provided through the Products at any time, with or without prior notice. We shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Products, Protocol, or services.

17.2 Survival of Terms

Upon termination of your access to the Products or the discontinuation of any services, the following sections of these Terms will survive: Section 3 (Disclaimers and Acknowledgments), Section 4 (Products vs. Protocol), Section 5 (Your Products and Services), Section 6 (Markets: Borrowers and Lenders), Section 13 (Limitation of Liability), Section 14 (Indemnification), Section 15 (Governing Law and Dispute Resolution), Section 18 (Miscellaneous), and any other provision that by its nature is intended to survive termination.

18 Miscellaneous

18.1 Entire Agreement

These Terms, along with the Risk Disclosures, Privacy Policy and any other terms incorporated herein by reference, constitute the entire agreement between you and us regarding the use of the Products and supersede all prior and contemporaneous agreements.

18.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. If such modification is not possible, the invalid provision will be deemed severed from these Terms, and the remaining provisions will continue in full force and effect.

18.3 Waiver

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by a duly authorised representative of the Company.

18.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may freely assign or transfer our rights and obligations under these Terms without restriction.

18.5 Force Majeure

We shall not be liable for any delays or failures to perform any obligation under these Terms due to events beyond our reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or

military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labour, or materials. In the event of a force majeure occurrence, the Company will use commercially reasonable efforts to resume performance as soon as practicable. The Company will not be held responsible for any failure to meet its obligations under these Terms due to circumstances beyond its control, including but not limited to, interruptions in internet service, power outages, or other disruptions caused by third-party service providers.

18.6 Language

These Terms are provided in the English language, which shall be the official and binding version for all purposes. Any translations of these Terms into other languages are provided for convenience only and shall have no legal effect. In the event of any discrepancy between the English version and a translation, the English version shall prevail.

18.7 Notices

All notices, requests, demands, and other communications under these Terms shall be in writing and may be delivered by email to the address provided by you during registration or by posting on the Products. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

19 Contact Information

If you have any questions or concerns regarding these Terms or the Products, please contact us at:

Wildcat Foundation

Email: contact@thewildcat.foundation

Address: PO Box 448, Elgin Court, Elgin Avenue, George Town, Grand Cayman, KY1-1106, Cayman Islands

Acknowledgment

By accessing or using the Products, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, as well as the Risk Disclosures, and Privacy Policy.

Updated and effective: 17 January 2025