

Terms of Service

Last Updated: April 15, 2026

Please read these Terms of Service (the “Terms”) carefully because they govern your access to and use of the website and all of its features located at <https://www.zircuit.com> (the “Site”) which enables access to a Layer 2 blockchain network (the “Protocol”) via the Site and corresponding application (“App”). The Site and App are offered by Pantheon ZK Labs (the “Company”, “we”, “us” or “our”). The App facilitates a user’s access to the Protocol and to certain smart contract-based mechanisms deployed on the other blockchain networks, including decentralized networks like Ethereum and other smart-contract based networks not owned, managed, or upgradable by the Company (“Other Blockchains”). Such access includes access to the Vault (as defined in Section 5) (any person who accesses this Site or the App, a “User”). To make these Terms easier to read, the Site, App, Vault, and our services are collectively called the “Interface.”

By using the Interface, you represent and warrant the following:

- (i) you are not a resident, national, or agent of any Restricted Territory (as defined in Section 3), and
- (ii) you are not a member of any sanctions list or the list of specially designated nationals maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or equivalent lists maintained by other governmental authorities (collectively, “Sanctions Lists Persons”) and you do not intend to transact with any resident, national, or agent of a Restricted Territory or any Sanctions Lists Person.

WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESIDENT, NATIONAL, OR AGENT OF A RESTRICTED TERRITORY OR A SANCTIONS LISTS PERSON, THEN DO NOT ATTEMPT TO USE THE INTERFACE OR ANY OF ITS RELATED FUNCTIONALITY. USE OF A VIRTUAL PRIVATE NETWORK (“VPN”) OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 17 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 16 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.

1. Agreement to Terms. By using the Interface, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, then you must not use the Interface. Notwithstanding the foregoing, the laws of some jurisdictions may limit or not permit certain provisions of this agreement, such as indemnification, the exclusion of certain

warranties or the limitation of liability. In such a case, such provisions will apply only to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in these Terms will prejudice such rights that you may have as a consumer of the Interface under such applicable law.

2. Changes to these Terms or the Interface. We may update these Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Interface and/or may also send other communications. It's important that you review these Terms whenever we update them or you use the Interface. If you continue to use the Interface after we have posted updated Terms, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Interface anymore. Because our Interface is evolving over time, we may change or discontinue all or any part of the Interface, at any time and without notice, at our sole discretion.
3. Who May Use the Interface. You may use the Interface only if you are at least 18 years of age (or such other minimum age at which you can provide consent to data processing under the laws of your territory), and not otherwise barred from using the Interface under applicable law. In order to protect the integrity of the Interface, we reserve the right, at any time, in our sole discretion, to block access to the Interface from certain IP addresses and unique device identifiers. For the purposes of these Terms, "Restricted Territory" means Algeria, Bangladesh, Bolivia, Belarus, Burundi, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Ecuador, Iran, Iraq, Liberia, Libya, Mali, Morocco, Nepal, North Korea, Somalia, Sudan, Syria, United States, Venezuela, Yemen, Zimbabwe or any other country to which Canada, Panama, the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions.
4. About the Interface.
 - a. Interface. The Interface provides Users with access to the Protocol, which is a Layer 2 blockchain network deployed on the Ethereum blockchain, and to certain smart contract-based mechanisms deployed on Other Blockchains, including the Vault (as defined in Section 5). The Interface also provides information about the Protocol's community and ecosystem. All information provided in connection with your access and use of the Interface is for informational purposes only. You should not take, or refrain from taking, any action based on any information contained on the Interface or any other information that we make available at any time, including blog posts, data, articles, links to third party content, Discord content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, technical, or other decisions involving the Interface, you should seek independent professional advice from a licensed and qualified individual in the area for which such advice would be appropriate. Because the Interface provides information about the Protocol, these Terms also provide some information about the use of the Protocol. This information is not intended to be comprehensive or address all aspects of the Protocol.

- b. **Our Relationship.** You acknowledge and agree that the Company is a technology provider and not a financial institution, bank, broker-dealer, exchange, investment adviser, commodity trading advisor, money services business, or money transmitter. The Company does not direct or control the day-to-day activities of Users accessing the Interface. You understand that when you interact with any Protocol smart contracts, as well as the Vault smart contracts, you retain control over your cryptoassets at all times, except to the extent that you have used Supported Assets to mint Vault Share Tokens through the autonomous Vault smart contracts, in which case the Vault smart contracts programmatically interact with such Supported Assets in accordance with their encoded parameters. You alone are responsible for securing your private keys. We do not have access to your private keys. We are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you affect when using the Interface or interacting with the Protocol or the Vault. You acknowledge that we, for the avoidance of doubt, do not have any information regarding any Users, Users' identities, or services beyond what is available, obtainable publicly via the blockchain, or shared by you when you access the Interface. We are not responsible for any activities you engage in when using the Interface, and you should understand the risks associated with cryptoassets, blockchain technology generally, and the Interface.

The software underlying blockchain networks on which the Protocol is deployed and the Other Blockchains on which the Vault is deployed is open source, which means that anyone can access, utilize, and build on top of it. By using the Interface, you acknowledge and agree (i) that we are not responsible for the operation of the blockchain-based software and networks underlying the Protocol or Other Blockchains underlying the Vault, (ii) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (iii) that the underlying blockchain-based networks and Other Blockchains are subject to sudden changes in operating rules, such as those commonly referred to as "forks".

- c. **Fees.** There may be associated fees in connection with transactions enacted on a blockchain. All transactions using blockchains require the payment of gas fees, which are essentially transaction fees paid on every transaction that occurs on the selected blockchain network. We do not collect any such fees. Please note that accessing the Protocol and/or Vault may result in you incurring gas fees, which are non-refundable.
- d. **Communication from the Interface.** You may elect to receive emails or other communications from the Company in connection with the Interface. If you elect to receive communications, you agree and acknowledge that the Company is under no obligation to send any emails or communicate to you about updates to the Interface, Protocol, or Vault, and that the Company will not be responsible or liable to you for any loss and takes no responsibility for and will not be liable to you for any loss in the case of failure of such email or communication.

- e. Disputes Between Users. In the event that you have a dispute with any User of the Site, you agree to address such dispute directly with such User. If permitted in your jurisdiction, you release the Company (and the Company's officers, directors, agents, investors, subsidiaries, and employees) (collectively "Releasees") from, and covenant not to sue Releasees for any and all claims, demands, or damages (actual or consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.
- f. Regulatory and Compliance Suspensions or Terminations. We may suspend or terminate your access to the Interface at any time in connection with any transaction as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third party service provider. Such suspension or termination shall not constitute a breach of these Terms by the Company. In accordance with anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Interface. Such limitations may include restricting you from using the Interface.

5. Vault Program.

- a. Overview. The Interface provides access to a smart contract-based automated allocation mechanism deployed on Other Blockchains (the "Vault"). The Vault is an autonomous, software-based mechanism that operates through self-executing smart contracts deployed on Other Blockchains and other software-based modules. The Vault enables Users to mint digital representations generated by the Vault smart contracts ("Vault Share Tokens") with supported digital assets ("Supported Assets"). Vault Share Tokens represent a programmatic claim against the Vault smart contracts holding the Supported Assets (and not against any particular entity), as adjusted for any accretions or reductions incurred through the Strategies (as defined below) and net of the Vault Fee (as defined below). The Vault programmatically allocates Supported Assets received in connection with minting Vault Share Tokens to third party decentralized protocols, including lending protocols, and certain whitelisted borrowers approved through the Vault's governance or operational parameters (each such allocation, a "Strategy"). Users may burn their Vault Share Tokens for Supported Assets through the Vault smart contracts at the then-applicable rate. The minting of Vault Share Tokens with Supported Assets, and the burning of Vault Share Tokens for Supported Assets, are each peer-to-protocol transactions executed through autonomous smart contract code. The Vault does not constitute a deposit account, investment contract, security, managed account, collective investment scheme, or any form of banking or depository product. By minting Vault Share Tokens with Supported Assets, you are not making a deposit with or an investment in the Company or any affiliated entity; rather, you are minting and burning one digital asset with another digital asset through an automated smart contract mechanism.

- b. **Vault Mechanics and User Acknowledgments.** When you mint Vault Share Tokens with Supported Assets through the Vault smart contracts, you acknowledge and agree that: (i) the Vault will programmatically allocate the Supported Assets across one or more Strategies as determined by the parameters encoded in the Vault smart contracts; (ii) the Strategies may be modified, added, removed, or rebalanced from time to time through updates to the Vault smart contract parameters, at any time and without prior notice to you; (iii) the allocation of Supported Assets to Strategies is performed through automated smart contract operations and does not constitute discretionary investment management, portfolio management, or investment advisory services; (iv) no party guarantees any particular rate of yield, return, or outcome; (v) the rate at which Vault Share Tokens may be burned for Supported Assets will fluctuate based on Strategy outputs, fees, and other factors, and may be less than the rate at which you originally minted your Vault Share Tokens; (vi) you may request to burn your Vault Share Tokens for Supported Assets at any time, subject to any applicable processing times, smart contract limitations, liquidity constraints, or blockchain network conditions; and (vii) the value of your Vault Share Tokens and the underlying Supported Assets may decrease, including to zero, as a result of Strategy outputs, smart contract vulnerabilities, third party protocol failures, market conditions, or other factors.

- c. **Vault Fee.** The Vault smart contracts are programmed to retain twenty percent (20%) of any accretions through the Strategies (the “Vault Fee”) prior to reflecting the Vault Share Token rate. The Vault Fee is a protocol-level fee programmatically encoded in the Vault smart contracts as an intrinsic operational parameter. The Vault Fee is automatically calculated and retained by the Vault smart contracts. The Vault Fee is assessed solely on accretions generated and is not assessed on the original amount of Supported Assets used by Users to mint Vault Share Tokens. Amounts retained as the Vault Fee accrue to a designated smart contract address. The Vault Fee parameter may be modified from time to time through updates to the Vault smart contracts, with or without notice to you. For the avoidance of doubt, the Vault Fee does not constitute an advisory fee, management fee, or any fee associated with the provision of financial, investment, or brokerage services.

- d. **Vault Risks and Disclaimers.** Your use of the Vault involves significant risks, including but not limited to: (i) smart contract risk, including the possibility that the Vault smart contracts or any Strategy smart contracts contain bugs, vulnerabilities, or exploits that could result in the partial or total loss of Supported Assets or the inability to burn Vault Share Tokens for Supported Assets; (ii) third party protocol risk, including the possibility that any third party protocol, lending platform, or whitelisted borrower utilized by a Strategy may fail, become unavailable, be exploited, or otherwise cease to function; (iii) liquidity risk, including the possibility that you may be unable to burn your Vault Share Tokens for Supported Assets in whole or in part due to liquidity constraints in the underlying Strategies; (iv) regulatory risk, including the possibility that applicable laws or regulations may change in a manner that restricts, limits, or prohibits the

use of the Vault or your participation therein; (v) market risk, including the possibility that the value of Supported Assets, Vault Share Tokens, or any accretions or reductions thereof may fluctuate significantly; (vi) third party protocol dependency risk, including the risk that the third party protocols, platforms, and whitelisted borrowers to which Supported Assets are allocated may experience downtime, technical failures, insolvency, governance changes, or other adverse events beyond the control of the Company or the Vault smart contracts; and (vii) operational risk, including the possibility of errors, interruptions, or failures in the functioning of the Vault smart contracts or any associated infrastructure. THE VAULT IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE VAULT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE VAULT WILL OPERATE WITHOUT INTERRUPTION OR ERROR. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE VAULT AND YOUR DECISION TO USE SUPPORTED ASSETS TO MINT VAULT SHARE TOKENS ARE ENTIRELY AT YOUR OWN RISK.

- e. No Fiduciary, Advisory, or Custodial Relationship. You acknowledge and agree that: (i) the Company is not acting as your fiduciary, investment adviser, commodity trading advisor, broker-dealer, custodian, trustee, or agent in connection with the Vault; (ii) the Vault does not create any advisory, custodial, or fiduciary relationship between the Company and any User; (iii) the Company does not provide personalized investment advice or recommendations in connection with the Vault; (iv) you are solely responsible for evaluating the merits and risks of using Supported Assets to mint Vault Share Tokens and for making your own independent decisions regarding your use of the Vault; and (v) to the fullest extent permitted by applicable law, any fiduciary duties or analogous obligations that might otherwise be implied by law or equity in connection with the Vault are hereby irrevocably disclaimed, waived, and eliminated.
- f. Limitation of Liability for Vault. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS, OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR DIGITAL ASSETS) ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF OR INABILITY TO USE THE VAULT; (II) YOUR MINTING VAULT SHARE TOKENS WITH SUPPORTED ASSETS OR BURNING VAULT SHARE TOKENS FOR SUPPORTED ASSETS; (III) ANY STRATEGY PERFORMANCE, FAILURE, OR UNDERPERFORMANCE; (IV) ANY SMART CONTRACT VULNERABILITY, BUG, EXPLOIT, OR FAILURE

AFFECTING THE VAULT OR ANY STRATEGY; (V) ANY THIRD PARTY PROTOCOL FAILURE, INSOLVENCY, OR EXPLOIT; (VI) ANY LOSS, DEPRECIATION, OR DIMINUTION IN VALUE OF VAULT SHARE TOKENS OR SUPPORTED ASSETS; (VII) ANY DELAY OR INABILITY TO BURN VAULT SHARE TOKENS FOR SUPPORTED ASSETS; (VIII) ANY MODIFICATION TO THE STRATEGIES, VAULT FEE, VAULT SHARE TOKEN RATE, OR VAULT PARAMETERS; (IX) ANY REGULATORY ACTION OR CHANGE IN LAW AFFECTING THE VAULT; OR (X) ANY OTHER MATTER RELATING TO THE VAULT, REGARDLESS OF THE FORM OF ACTION AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DISPUTE RELATING TO THE VAULT SHALL BE TO CEASE USING THE VAULT AND BURN YOUR VAULT SHARE TOKENS FOR SUPPORTED ASSETS, SUBJECT TO ANY APPLICABLE LIMITATIONS.

- g. Vault Indemnification. In addition to the indemnification obligations set forth elsewhere in these Terms, you agree to indemnify, defend, and hold harmless the Company and its affiliates, and its and their respective officers, directors, employees, agents, service providers, and licensors from and against any and all claims, disputes, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with your use of the Vault, including without limitation any claim that your minting Vault Share Tokens with Supported Assets, your burning of Vault Share Tokens for Supported Assets, or your other use of the Vault violates any applicable law or regulation or the rights of any third party.
- 6. Intellectual Property. We exclusively own all right, title and interest in and to the Interface and any content made available through the Site, including all associated intellectual property rights. You acknowledge that the Interface and content are protected by copyright, trademark, and other laws. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Interface and content. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable right to access and use the Interface and content made available to you, solely for your non-commercial purposes.
- 7. Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Interface (“Feedback”). If you choose to submit Feedback, you agree that we are free to use it (and permit others to use it) without any restriction or compensation to you.
- 8. General Prohibitions and the Company’s Enforcement Rights. You agree not to do any of the following:

- a. Post, upload, publish, submit or transmit any content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- b. Use, display, mirror or frame the Interface or any individual element within the Interface, the Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without the Company's express written consent;
- c. Access, tamper with, or use non-public areas of the Interface, the Company's computer systems, or the technical delivery systems of the Company's providers;
- d. Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- e. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third party (including another User) to protect the Interface;
- f. Attempt to access or search the Interface or download content from the Interface using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by the Company or other generally available third party web browsers;
- g. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- h. Use any meta tags or other hidden text or metadata utilizing Company trademark, logo URL or product name without the Company's express written consent;
- i. Use the Interface, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- j. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Interface to send altered, deceptive or false source-identifying information;
- k. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Interface;

- l. Interfere with, or attempt to interfere with, the access of any User, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Interface;
- m. Collect or store any personally identifiable information from the Interface of other Users of the Interface without their express permission;
- n. Impersonate or misrepresent your affiliation with any person or entity;
- o. Violate any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading;
- p. Violate any applicable law or regulation; or
- q. Encourage or enable any other individual to do any of the foregoing.

The Company is not obligated to monitor access to or use of the Interface or to review or edit any content. However, we have the right to do so for the purpose of operating the Interface, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. If we reasonably believe that you have created multiple accounts or have associated the same digital asset wallet with multiple accounts, we reserve the right to disable your access to the Interface. If you believe we have erroneously disabled your access, you may contact us at hello@zircuit.com. We have the right to investigate violations of these Terms or conduct that affects the Interface. We may also consult and cooperate with law enforcement authorities to prosecute Users who violate the law.

- 9. No Fiduciary Duties. The Interface is not intended to, and does not, create or impose any fiduciary duties on the Company. To the fullest extent permitted by law, any User of the Interface acknowledges and agrees that the Company owes no fiduciary duties or liabilities to it or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated, including without limitation in connection with the Vault and the minting of Vault Share Tokens with Supported Assets. Any User of the Interface further agrees that the only duties and obligations that the Company may owe are those set out expressly herein.
- 10. Copyright Policy. The Company respects copyright law and expects its Users to do the same. It is the Company's policy to terminate access in appropriate circumstances for account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.
- 11. Links to Third Party Websites or Resources. The Interface may allow you to access certain features and functionalities as we determine to make them available in our sole discretion, which may allow you to interface or interact with, access and/or use compatible third party services, products, technology and content (collectively, "Third

Party Services”). We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge and agree that: (i) the Company is not the provider of the Third Party Services and is not responsible for any compatibility issues, errors or bugs in the Interface or Third Party Services caused in whole or in part by the Third Party Services or any update or upgrade thereto; (ii) your ability to access a Third Party Service via the Interface shall not be deemed to be the Company’s endorsement of such Third Party Service; and (iii) you are solely responsible for maintaining your compliance and eligibility to use or access the Third Party Services and obtaining any associated licenses and consents necessary to use the Third Party Services in connection with the Interface. As of the date first mentioned above, you agree that the Interface includes access to such Third Party Services, subject to the terms and conditions of each provider of a Third Party Service. We may add or remove such integrations from time to time, in our sole discretion. When you make use of any decentralized applications (“dApps”), you do so at your own risk, and subject to the terms and conditions (if any) applicable to the dApp. We make no representations or warranties with respect to the security, integrity, or profitability of any dApp. We do not control, endorse, or adopt any dApps and have no responsibility for dApp content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable.

12. Termination. We may suspend or terminate your access to and use of the Interface, including suspending access to your account, at our sole discretion, at any time and without notice to you. You may cancel your access at any time by sending us an email at hello@zircuit.com. Upon any termination, discontinuation or cancellation of the Interface or your access to the Interface, the following Sections, and such other provisions that by their nature are intended to survive, will survive: 4(e), 4(f), 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18.
13. Warranty Disclaimers. THE INTERFACE, THE PROTOCOL, AND THE VAULT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE INTERFACE, THE PROTOCOL, OR THE VAULT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE INTERFACE. WE MAKE NO WARRANTY REGARDING THE PERFORMANCE OR OUTCOME OF ANY STRATEGY UTILIZED BY THE VAULT, THE RATE OF VAULT SHARE TOKENS, OR THE SAFETY OR SECURITY OF ANY MINTING OF VAULT SHARE TOKENS WITH SUPPORTED ASSETS.

THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE INTERFACE, THE PROTOCOL, OR THE VAULT,

INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO THE INTERFACE, PROTOCOL, VAULT, OR RELATED SERVICES; (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE INTERFACE, THE PROTOCOL, OR THE VAULT; (VI) ANY LOSS, DEPRECIATION, OR DIMINUTION IN VALUE OF VAULT SHARE TOKENS OR SUPPORTED ASSETS USED TO MINT VAULT SHARE TOKENS; (VII) ANY STRATEGY FAILURE, UNDERPERFORMANCE, OR EXPLOIT; (VIII) ANY THIRD PARTY PROTOCOL FAILURE OR INSOLVENCY AFFECTING THE VAULT; OR (IX) ANY INABILITY TO BURN VAULT SHARE TOKENS FOR SUPPORTED ASSETS FOR ANY REASON.

By accessing and using the Interface, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of cryptoassets and other digital assets such as bitcoin (BTC), ether (ETH), USD Coin (USDC) and other digital tokens such as those following the Ethereum Token Standard (ERC-20).

You further understand that the markets for these cryptoassets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your cryptoassets, including any Vault Share Tokens you hold or Supported Assets you have used to mint Vault Share Tokens, may lose some or all of their value while they are supplied to or from the Interface, the Protocol, or the Vault. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing the Interface, the Protocol, or the Vault. As a User of the Interface, you are responsible for the effects of your on-chain activity, including any use of Supported Assets to mint Vault Share Tokens or burning of Vault Share Tokens for Supported Assets. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing, using and interacting with the Interface, Protocol, and Vault.

14. Indemnity. You will indemnify and hold the Company and its officers, directors, employees and agents harmless from and against any claims, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Interface or the Vault, (b) any content that you post or otherwise make available through the Interface, (c) your use of Supported Assets to mint Vault Share Tokens or burning of Vault Share Tokens for Supported Assets through the Vault, or (d) your violation of these Terms.

15. Limitation of Liability.

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE INTERFACE, THE PROTOCOL, THE VAULT, OR RELATED SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, LOSS OF DIGITAL ASSETS, VAULT SHARE TOKENS, OR SUPPORTED ASSETS, DIMINUTION IN VALUE OF VAULT SHARE TOKENS OR DIGITAL ASSETS, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE, THE PROTOCOL, THE VAULT, OR RELATED SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- b. TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE, THE PROTOCOL, THE VAULT, OR RELATED SERVICES EXCEED, AS APPLICABLE, ONE HUNDRED DOLLARS (\$100).
- c. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

16. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the laws of Panama, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 17 (Dispute Resolution), the exclusive jurisdiction for all Disputes (defined below) that you and the Company are not required to arbitrate will be the courts located in Panama, and you and the Company each waive any objection to jurisdiction and venue in such courts.

17. Dispute Resolution.

- a. Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Interface (collectively, "Disputes") will be resolved solely by binding, individual arbitration

and not in a class, representative or consolidated action or proceeding. You and the Company agree that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

- b. Exceptions. As limited exceptions to Section 17(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.
- c. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the “JAMS Rules”) then in effect, except as modified by these Terms. The JAMS Rules are available at <https://www.jamsadr.com/>. A party who wishes to start arbitration must submit a written demand for arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>.

Any arbitration hearings will take place in Panama City, Panama, but will be conducted remotely to the extent permitted by the JAMS Rules. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

- d. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.
- e. Injunctive and Declaratory Relief. Except as provided in Section 17(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- f. Class Action Waiver. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE

PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

- g. Severability. With the exception of any of the provisions in Section 17(f) (Class Action Waiver), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

18. General Terms.

- a. Reservation of Rights. Without limiting the generality of Section 6 (Intellectual Property), the Company and its licensors reserve all rights in and to the Interface not expressly granted to you under these Terms.
- b. Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between the Company and you regarding the Interface, and these Terms supersede and replace all prior oral or written understandings or agreements between the Company and you regarding the Interface. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. The Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- c. Notices. Any notices or other communications provided by the Company under these Terms will be given: (i) via email; or (ii) by posting to the Interface. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.
- d. Waiver of Rights. The Company's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

19. Contact Information. If you have any questions about these Terms or the Interface, please contact the Company at hello@zircuit.com.