

# **UNVAULTED**

## Terms of Service

Effective Date: February 3, 2026

Unvaulted Inc.

A Delaware Corporation

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## 1. Acceptance of Terms

These Terms of Service (“**Terms**”) constitute a legally binding agreement between you (“**User**,” “**you**,” or “**your**”) and Unvaulted Inc., a Delaware corporation (“**Unvaulted**,” “**we**,” “**us**,” or “**our**”), governing your access to and use of the Unvaulted platform, including the website at [unvaulted.com](https://unvaulted.com), all associated applications, tools, APIs, embeddable credentials, and related services (collectively, the “**Service**” or “**Platform**”).

By creating an account, accessing, or using the Service in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must not access or use the Service.

Your continued use of the Service following any modifications to these Terms constitutes your acceptance of such modifications. We will provide notice of material changes as described in Section 22.

## 2. Eligibility

To use the Service, you must: (a) be at least 18 years of age or the age of legal majority in your jurisdiction, whichever is greater; (b) have the legal capacity to enter into a binding agreement; (c) not be prohibited from using the Service under any applicable law or regulation, including economic sanctions and export control laws; and (d) not have been previously suspended or removed from the Service for violations of these Terms.

If you are using the Service on behalf of a legal entity, you represent and warrant that you have the authority to bind that entity to these Terms, and all references to “you” shall include such entity.

The Service is available to users worldwide. By using the Service from outside the United States, you are responsible for compliance with all applicable local laws and regulations governing your access to and use of the Service.

## 3. Account Registration and Authentication

### 3.1 Authentication Methods

Unvaulted currently offers email-based authentication as the primary method for account creation and access. We may introduce additional authentication and identity verification methods from time to time, which may include social media account linking, blockchain wallet verification, or other mechanisms. The availability of these additional methods will be communicated through the Platform and will be subject to these Terms and any supplemental terms provided at the time of their introduction.

### 3.2 Account Obligations

You are responsible for: (a) maintaining the confidentiality and security of your account credentials and any connected authentication methods; (b) all activities that occur under your account, whether or not authorized by you; (c) promptly notifying us at [support@unvaulted.com](mailto:support@unvaulted.com) of any unauthorized

use of your account or any other breach of security; and (d) ensuring that all information you provide during registration and throughout your use of the Service is accurate, current, and complete.

### **3.3 One Account Per Individual**

Each individual may maintain only one Unvaulted account. Creating multiple accounts to circumvent Platform restrictions, manipulate credibility signals, or engage in any form of deceptive conduct is strictly prohibited and constitutes grounds for immediate termination of all associated accounts.

### **3.4 Account Identity**

Your Unvaulted account represents your identity on the Platform. You acknowledge that your Unvaulted identity, verification status, and associated execution records are linked to your account and may be publicly visible as described in these Terms and the Privacy Policy. Your Unvaulted identity is distinct from any external identities you may connect for verification purposes.

### **3.5 Future Verification Methods**

Unvaulted may introduce identity verification mechanisms such as social media account linking (for example, Twitter/X OAuth) or blockchain wallet verification (for example, Sign In With Solana) as optional verification layers. Any such verification methods will: (a) be optional unless specified as a requirement for a specific verification tier; (b) require only the minimum permissions necessary for identity verification; (c) not involve access to your funds, private keys, transaction history, or other sensitive data beyond what is required for verification; and (d) be governed by supplemental terms provided at the time of introduction in addition to these Terms.

## **4. Description of Services**

### **4.1 Platform Purpose**

Unvaulted is a credibility infrastructure platform designed to enable cryptocurrency and blockchain project founders to build permanent, verifiable execution records. The Platform allows founders to document their project activities through structured updates, commitments, and execution histories that compound into credibility signals over time.

Unvaulted is not a social network, a discovery platform, an exchange, a broker, a custodian, a financial advisor, or an investment advisory service. The Platform functions as an execution record system and credibility infrastructure layer.

### **4.2 Core Features**

The Service includes, without limitation: (a) founder profiles and identity verification; (b) project pages with execution histories; (c) structured update posting across defined update types (Ship, Traction, Learning, Commitment, Setback, Decision, Team, and Partnership); (d) commitment creation, tracking, and completion documentation; (e) articles and long-form insight publishing; (f) verification tier advancement through demonstrated execution; (g) credibility scoring based on documented execution behavior; (h) embeddable credentials and badges; (i) a Builders Hub for

browsing founder execution records; and (j) a Founder Terminal for managing all founder activities. Features may be added, modified, or removed at any time.

### 4.3 Platform Philosophy

Unvaulted operates on the principle that execution speaks for itself. The Platform is designed to reward transparency over performance, substance over persuasion, and documented execution over claimed accomplishments. Features are structured to incentivize authentic, high-signal content production and to resist gaming, manipulation, and performative behavior. You acknowledge and agree that the Platform's design philosophy prioritizes signal quality and credibility integrity over engagement metrics, vanity statistics, or growth optimization.

## 5. Record Immutability and Permanence

### 5.1 Core Principle

A foundational feature of Unvaulted is that execution records are **permanent and immutable**. By using the Service, you expressly acknowledge, understand, and consent to the following: all updates, commitments, commitment outcomes, status changes, project lifecycle transitions, team attribution records, partnership records, and associated metadata that you submit or that are generated through your use of the Platform (collectively, "**Execution Records**") are designed to be permanent. Once posted, Execution Records cannot be edited, deleted, backdated, or retroactively modified by you or by Unvaulted.

### 5.2 Rationale for Permanence

The immutability of Execution Records is not a limitation but a core feature that creates the Platform's value. Permanent records ensure that: (a) credibility signals are authentic and cannot be curated through retroactive narrative editing; (b) execution histories provide complete and truthful longitudinal records; (c) commitment outcomes reflect actual delivery, including timeline adjustments and extensions; and (d) the Platform functions as a reliable source of truth for due diligence and evaluation purposes.

### 5.3 Scope of Immutability

Immutability applies to: (a) all update content and associated metadata (timestamps, update types, linked commitments); (b) commitment declarations, including deliverables, target completion dates, and proof methods; (c) commitment outcomes (completed, extended, or withdrawn) and associated timeline records; (d) project lifecycle status transitions and required documentation; (e) team attribution records and partnership records; and (f) outcome documentation for negative states (paused, pivoted, failed, sunset, shutdown). You may append new content (such as follow-up updates or additional context) but may not alter or remove previously published content.

### 5.4 Distinction from Personal Information

Your right to request deletion of personally identifiable information, as described in our Privacy Policy and as required by applicable data protection law (including the EU General Data Protection Regulation, UK GDPR, California Consumer Privacy Act, and other applicable legislation), is

separate from the permanence of Execution Records. Upon account deletion or a valid erasure request, we will: (a) delete or anonymize personally identifiable information (such as your name, email address, and profile photo) from the Platform; (b) replace identifiable information in Execution Records with non-identifiable placeholders (such as “Anonymized Founder”) while preserving the substance and integrity of the execution record; and (c) retain the anonymized Execution Records, as their continued availability serves the legitimate interests of Platform integrity and the reliance interests of third parties. This approach is detailed further in the Privacy Policy.

## 5.5 Informed Consent

You acknowledge that you have been clearly informed of the permanent nature of Execution Records prior to submitting any content to the Platform. You understand that this permanence is fundamental to the value proposition of the Service and that it would not be feasible for Unvaulted to operate the Service without it. For users in the European Economic Area, United Kingdom, or other jurisdictions that provide a right to erasure, you acknowledge that the anonymization approach described in Section 5.4 is designed to satisfy erasure obligations while preserving the integrity of the Platform’s historical records in anonymized form.

# 6. User Content and Submissions

## 6.1 Your Content

You retain ownership of all intellectual property rights in the content you create and submit to the Platform (“**User Content**”), including but not limited to: updates, insights, articles, project descriptions, team information, commitment descriptions, outcome documentation, and any other materials you post through the Service.

## 6.2 License Grant to Unvaulted

By submitting User Content to the Platform, you grant Unvaulted a worldwide, non-exclusive, royalty-free, sublicensable, transferable, irrevocable (except as limited by mandatory applicable law regarding the right to withdraw consent), perpetual license to: (a) host, store, display, reproduce, distribute, and make available your User Content through the Service and any successor platforms; (b) create derivative works of your User Content for the purpose of aggregation, analysis, indexing, and presentation within the Service; (c) use your User Content in connection with embeddable credentials, badges, and API services as described in Section 12; (d) include your User Content in anonymized and aggregated datasets for data analysis, research, and licensing purposes as described in Section 11; and (e) use your User Content for the purpose of operating, maintaining, promoting, and improving the Service.

## 6.3 Content Representations

You represent and warrant that: (a) you own or have the necessary rights to submit all User Content; (b) your User Content does not infringe upon or violate the intellectual property rights, privacy rights, or any other rights of any third party; (c) your User Content is accurate and not misleading to the best of your knowledge; (d) your User Content complies with all applicable laws and regulations; and (e) your User Content does not contain any malicious code, viruses, or other harmful components.

## 6.4 Content Standards

All User Content must be: (a) factual rather than persuasive, describing actual execution state rather than marketing claims; (b) truthful and not intentionally misleading regarding project status, capabilities, or accomplishments; (c) relevant to your project's execution history and appropriate for the update type selected; and (d) compliant with the Platform's content standards as may be published and updated from time to time. Unvaulted reserves the right to establish and enforce content quality standards, including but not limited to clarity scoring, eligibility determination, and content visibility controls.

## 6.5 Content Moderation

Unvaulted reserves the right, but has no obligation, to: (a) review, monitor, and moderate User Content; (b) determine content eligibility for display, curation, and promotion; (c) assign quality and clarity scores to User Content; (d) remove or restrict visibility of content that violates these Terms or our content standards; and (e) take any action with respect to User Content that we deem necessary to maintain signal quality and Platform integrity.

# 7. Commitments and Execution Records

## 7.1 Nature of Commitments

The commitment system is a core feature of the Platform that allows founders to create structured, time-anchored declarations of intended deliverables. A commitment consists of: (a) a description of the deliverable; (b) a target completion date; (c) a proof method describing how completion will be demonstrated; and (d) optional additional context. Commitments are not legally binding promises, contracts, or guarantees. They are structured execution declarations designed to build credibility through transparent documentation of delivery behavior.

## 7.2 Commitment Lifecycle

Commitments follow a defined lifecycle: (a) creation, where the commitment is declared with a deliverable, target date, and proof method; (b) progress documentation through linked updates; (c) timeline disclosure, where founders may proactively disclose timeline adjustments before or after the target date; (d) completion, where the deliverable is marked as completed with evidence; or (e) withdrawal, where the commitment is withdrawn with required documentation. All lifecycle events are permanently recorded, timestamped, and visible as part of the execution record.

## 7.3 Timeline Extensions

Target completion dates are not deadlines but target dates. Timeline extensions are treated as follows: (a) early disclosure of a timeline adjustment (before the target date passes) is recorded as a positive transparency signal; (b) disclosure after the target date has passed is recorded neutrally; and (c) the commitment is still classified as "Completed" upon delivery regardless of timeline adjustments. You acknowledge that the timing and manner of timeline disclosures are factored into your credibility signals.

## 7.4 Commitment Delivery Metrics

Unvaulted calculates and publicly displays commitment delivery statistics, including delivery rates and outcome classifications. These metrics are derived algorithmically from your Execution Records. You acknowledge that these metrics are visible to all Platform users and may be used by third parties for evaluation purposes. Unvaulted reserves the right to modify the methodology used to calculate these metrics at any time, provided that such modifications are applied consistently.

## 8. Verification Tiers and Credibility Scoring

### 8.1 Verification System

Unvaulted operates a multi-tier verification system. Tiers represent progressively demonstrated execution credibility. The initial tier (“Standard”) is assigned upon account creation. Higher tiers are attainable through combinations of identity verification, commitment completion, evidence submission, and sustained activity over qualifying periods. The specific requirements, names, and number of tiers are published on the Platform and may be modified from time to time at Unvaulted’s discretion.

### 8.2 Tier Properties

You acknowledge and agree that: (a) verification tiers are earned through demonstrated execution and cannot be purchased, fast-tracked, or transferred; (b) verification is per-founder, not per-project, and the highest tier achieved persists across projects; (c) Unvaulted may adjust tier requirements, add or remove tiers, or modify tier benefits at any time; (d) verification status is publicly displayed on your profile and all associated project pages; and (e) your verification tier may be adjusted downward in certain circumstances (for example, if you have abandoned projects without documentation), and Unvaulted is under no obligation to provide advance notice of such adjustments.

### 8.3 Credibility Scoring

Unvaulted maintains a proprietary credibility scoring system that calculates scores based on your Execution Records, including but not limited to: commitment completion behavior, update frequency and quality, timeline disclosure patterns, project lifecycle documentation, and sustained activity. You acknowledge and agree that: (a) credibility scores are calculated algorithmically and may be publicly visible; (b) the scoring methodology is proprietary and may be modified at any time without prior notice; (c) Unvaulted is under no obligation to disclose the specific factors, weights, or algorithms used in scoring; (d) credibility scores are descriptive signals derived from observed behavior, not endorsements, ratings, or guarantees of any kind; and (e) Unvaulted reserves the right to manually adjust scores to correct for gaming behavior, system errors, or other integrity concerns.

### 8.4 Recognition Facets

Unvaulted may assign descriptive recognition markers (“Facets”) to projects and founders based on demonstrated characteristics such as sustained execution, documented architecture, or project longevity. Facets are descriptive, not evaluative, and cannot be requested, purchased, or transferred. Unvaulted reserves sole discretion over the creation, assignment, modification, and removal of all Facets.

## 9. Prohibited Conduct and Anti-Gaming

### 9.1 General Prohibited Conduct

You agree not to: (a) create false, misleading, or deceptive User Content; (b) create multiple accounts or impersonate any person or entity; (c) use the Service for any illegal purpose or in violation of any applicable law or regulation; (d) attempt to gain unauthorized access to any part of the Service or any systems or networks connected to the Service; (e) interfere with or disrupt the integrity or performance of the Service; (f) scrape, harvest, or collect information from the Service through automated means without our prior written consent; (g) use the Service to distribute spam, malware, or other harmful content; (h) reverse engineer, decompile, or disassemble any part of the Service; (i) use the Service in any manner that could damage, disable, overburden, or impair the Service; (j) circumvent or attempt to circumvent any sanctions, export controls, or other legal restrictions applicable to you or the Service; or (k) assist or enable any third party in doing any of the foregoing.

### 9.2 Anti-Gaming Provisions

Unvaulted is designed to resist gaming and manipulation. The following behaviors are specifically prohibited and constitute “**Gaming**” under these Terms: (a) posting low-quality, vague, or insubstantial updates to artificially inflate activity metrics; (b) creating commitments with no genuine intent to deliver; (c) coordinating with other users to artificially inflate credibility signals, engagement, or verification metrics; (d) manipulating timeline disclosures to optimize scoring rather than to communicate truthfully; (e) using automated tools, bots, or AI-generated content to produce updates, insights, or other User Content; (f) submitting false or misleading evidence for commitment completion; (g) creating projects with no genuine development intent for the purpose of gaming Platform metrics; (h) systematically exploiting any Platform mechanism to accumulate unearned credibility signals; and (i) any other conduct that, in Unvaulted’s sole determination, constitutes manipulation of the Platform’s credibility systems.

### 9.3 Enforcement

Unvaulted reserves the right, in its sole discretion and without prior notice or liability, to: (a) investigate suspected violations of these Terms, including Gaming behavior; (b) remove, hide, or restrict content that violates these Terms or that we determine constitutes low-quality noise; (c) adjust credibility scores, verification tiers, or recognition facets in response to Gaming or integrity concerns; (d) suspend or terminate accounts that engage in prohibited conduct; (e) implement and enforce content quality thresholds, rate limits, and automated detection mechanisms; and (f) take any other action we deem necessary to protect the integrity of the Platform. You acknowledge that Unvaulted’s enforcement decisions are final and not subject to appeal, except at Unvaulted’s sole discretion.

## 10. Intellectual Property Rights

### 10.1 Unvaulted’s Intellectual Property

The Service, including but not limited to its design, architecture, source code, algorithms, credibility scoring methodology, verification systems, user interface, brand elements, documentation, and all related intellectual property, is and shall remain the exclusive property of Unvaulted and its licensors. Nothing in these Terms grants you any right, title, or interest in the Service other than the limited right to use the Service in accordance with these Terms.

## **10.2 Trademarks**

The Unvaulted name, logo, and all related brand elements, product names, slogans, and trade dress are trademarks or registered trademarks of Unvaulted. You may not use any Unvaulted trademark without our prior written consent, except as expressly permitted in connection with embeddable credentials and badges as described in Section 12.

## **10.3 Feedback**

If you provide Unvaulted with any suggestions, ideas, feedback, or recommendations regarding the Service (“Feedback”), you hereby assign to Unvaulted all right, title, and interest in such Feedback. Unvaulted is free to use, disclose, reproduce, license, distribute, and exploit any Feedback without restriction or compensation to you.

# **11. Data Licensing and Aggregation**

## **11.1 Aggregated and Anonymized Data**

You acknowledge and agree that Unvaulted may collect, aggregate, anonymize, and analyze data derived from your use of the Service, including but not limited to: (a) execution patterns and trends across projects and founders; (b) commitment delivery rates, timing patterns, and outcome distributions; (c) project lifecycle transition patterns; (d) content quality and engagement metrics; and (e) any other data generated through Platform usage. Such aggregated and anonymized data does not identify you personally and is the exclusive property of Unvaulted.

## **11.2 Data Licensing Rights**

Unvaulted may use aggregated and anonymized data for any lawful purpose, including but not limited to: (a) improving the Service; (b) developing new products and features; (c) conducting and publishing research and analysis; (d) licensing datasets to third parties, including investors, researchers, funds, and platforms; (e) providing data through API services; and (f) generating industry reports and ecosystem analyses. Unvaulted will not license individually identifiable personal data to third parties except as described in the Privacy Policy or with your express consent.

## **11.3 Publicly Available Data**

You acknowledge that Execution Records, project pages, founder profiles, verification tiers, credibility scores, commitment delivery statistics, and other information you make available on the Platform are publicly accessible by design. Third parties may view, reference, and rely upon this publicly available information for their own evaluation and decision-making purposes. Unvaulted is not responsible for how third parties use publicly available information from the Platform.

## 12. Embeddable Credentials and API

### 12.1 Embeddable Badges

Unvaulted may provide embeddable badges and credentials that display your verification status, project status, or other Platform information on external websites and platforms. These badges are: (a) dynamically generated and always reflect your current Platform status, including negative states; (b) linked to your live Unvaulted page for verification; (c) provided under a limited, revocable license for display purposes only; and (d) subject to Unvaulted's brand guidelines and usage policies. Unvaulted may modify, suspend, or discontinue embeddable badges at any time.

### 12.2 API Access

Unvaulted may offer API access to Platform data, subject to separate API terms of service, rate limits, and access controls. API access may be offered on a free or paid basis and may be restricted to certain user types or tiers. Any use of the API is subject to these Terms, the separate API terms, and applicable usage policies. Unvaulted reserves the right to modify, suspend, or discontinue API access at any time.

### 12.3 Programmatic Verification

Third parties may access your publicly available Platform data through authorized API endpoints or embeddable badges for verification purposes. You acknowledge that this programmatic access is a core feature of the Platform and consent to such access as part of your use of the Service.

## 13. Third-Party Services and Integrations

### 13.1 Current and Future Integrations

The Service may integrate with third-party services for authentication, identity verification, data display, analytics, or other purposes. The availability of any specific third-party integration is subject to change. When third-party integrations are introduced, your use of such integrations will be subject to the applicable third party's terms of service and privacy policy in addition to these Terms. Unvaulted will communicate the introduction of new third-party integrations through the Platform.

### 13.2 Third-Party Disclaimer

Unvaulted is not affiliated with, endorsed by, or sponsored by any third-party service provider unless expressly stated. Any links to or integrations with third-party services are provided for convenience or functionality only and do not constitute endorsement. Unvaulted is not responsible for any third-party services, products, content, or practices. Your interactions with any third-party service are solely between you and the third party.

### 13.3 Wallet and Blockchain Interactions

If Unvaulted introduces blockchain wallet verification in the future, such verification will require only message signing for identity verification purposes. Unvaulted will not execute transactions, access funds, or interact with your wallet beyond what is necessary for the specific verification process.

Unvaulted does not provide custody services and will not hold, control, or have access to your digital assets.

## 14. Token and Financial Information Disclaimers

### 14.1 No Financial Advice

**NOTHING ON THE PLATFORM CONSTITUTES FINANCIAL, INVESTMENT, LEGAL, TAX, OR OTHER PROFESSIONAL ADVICE.** Unvaulted does not recommend, endorse, or advise on any cryptocurrency, token, project, or investment opportunity. Information displayed on the Platform, including but not limited to token prices, market data, credibility scores, verification tiers, and execution records, is provided for informational purposes only and should not be relied upon as the basis for any investment or financial decision.

### 14.2 Token Information

Token information displayed on the Platform (including ticker symbols, contract addresses, and market data) is provided by project founders or sourced from third-party data providers. Unvaulted does not independently verify the accuracy of token information and makes no representation or warranty regarding its accuracy, completeness, or timeliness. The display of token information does not constitute an endorsement, recommendation, or solicitation to buy, sell, or hold any token or digital asset.

### 14.3 Credibility Scores Are Not Investment Signals

Credibility scores, verification tiers, and all other Platform signals are measures of documented execution behavior only. They are not investment ratings, credit ratings, risk assessments, or indicators of future performance. A high credibility score does not indicate that a project is a sound investment, and a low credibility score does not indicate that a project will fail. You acknowledge and agree that you will not treat any Platform signal as investment advice or as a substitute for your own independent due diligence.

### 14.4 Assumption of Risk

You acknowledge that participation in the cryptocurrency and blockchain ecosystem involves substantial risk, including the risk of total loss of funds. Unvaulted is not responsible for any losses you may incur as a result of your interactions with projects, founders, or tokens referenced on the Platform. You agree that Unvaulted has no duty to investigate, verify, or monitor the accuracy of any project claims, team member identities, or token-related information beyond the scope of the Platform's verification mechanisms.

## 15. Beta Program Terms

### 15.1 Beta Status

The Service may be offered in whole or in part as a beta or early access product. Beta features are provided "as is" and "as available" without any warranty of any kind. Beta features may contain

errors, bugs, or limitations. Unvaulted makes no commitment regarding the availability, reliability, or functionality of beta features.

## 15.2 Beta Feedback

As a beta participant, you may be asked to provide feedback, participate in surveys, or engage in conversations about your experience. All feedback provided during beta testing is subject to Section 10.3 (Feedback). You acknowledge that features, functionality, and design may change substantially between the beta period and any general release.

## 15.3 Beta Data

Data created during the beta period, including Execution Records, will be treated in accordance with these Terms, including the immutability provisions of Section 5. Unvaulted reserves the right to reset, migrate, or modify beta data as necessary to transition to general availability, provided that we will make reasonable efforts to preserve the substance of your Execution Records.

# 16. Privacy and Data Protection

Your privacy is important to us. Our collection, use, and disclosure of information in connection with the Service is described in our Privacy Policy, which is available at [unvaulted.com/privacy](https://unvaulted.com/privacy) and is incorporated into these Terms by reference. By using the Service, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

We are committed to compliance with applicable data protection laws worldwide, including the European Union General Data Protection Regulation (GDPR), the United Kingdom GDPR, the California Consumer Privacy Act (CCPA/CPRA), and other applicable privacy legislation. Details regarding your rights under these laws, our lawful bases for processing, and the procedures for exercising your rights are set forth in the Privacy Policy.

# 17. International Users

## 17.1 Global Availability

The Service is operated from the United States and is available to users globally. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with all applicable local laws. The information collected in connection with the Service may be transferred to, processed in, and stored in the United States or other countries where Unvaulted or its service providers maintain facilities.

## 17.2 Data Transfers

If you are located in the European Economic Area (“EEA”), United Kingdom (“UK”), or other jurisdiction with data transfer restrictions, you acknowledge that your personal data will be transferred to the United States. We rely on the following mechanisms for such transfers, as applicable: (a) Standard Contractual Clauses approved by the European Commission; (b) the UK International Data Transfer Agreement or Addendum; (c) your explicit consent to the transfer; or (d) other legally recognized transfer mechanisms. Details are provided in the Privacy Policy.

## **17.3 Compliance with Local Laws**

Unvaulted makes no representation that the Service or its content is appropriate or available for use in all locations. Users who access the Service from jurisdictions where such access is illegal are responsible for compliance with applicable local laws. The Service is not directed to any person in any jurisdiction where the provision of such services would be contrary to applicable laws or regulations.

## **17.4 Sanctions and Export Controls**

You represent and warrant that you are not located in, organized under the laws of, or a resident of any country or territory that is the subject of comprehensive U.S. economic sanctions (including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine), and that you are not a person or entity identified on any applicable sanctions or restricted party lists maintained by the United States, European Union, United Kingdom, or United Nations.

# **18. Disclaimers and Limitation of Liability**

## **18.1 Disclaimer of Warranties**

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. UNVAULTED DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **18.2 No Guarantee of Results**

UNVAULTED MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY USER CONTENT, CREDIBILITY SCORES, VERIFICATION STATUSES, OR OTHER INFORMATION AVAILABLE THROUGH THE SERVICE. UNVAULTED DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM YOUR USE OF THE SERVICE.

## **18.3 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNVAULTED, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY.

## **18.4 Aggregate Liability Cap**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNVAULTED'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO UNVAULTED IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

## **18.5 Jurisdictional Limitations**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES.

ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT UNVAULTED MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF UNVAULTED'S LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

## **18.6 Basis of the Bargain**

You acknowledge that Unvaulted has set its prices and entered into these Terms in reliance upon the disclaimers and limitations of liability set forth herein, that such provisions reflect a reasonable and fair allocation of risk, and that such provisions form an essential basis of the bargain between you and Unvaulted.

## **19. Indemnification**

To the maximum extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Unvaulted, its directors, officers, employees, agents, affiliates, successors, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your use of the Service; (b) your User Content; (c) your violation of these Terms; (d) your violation of any third-party right, including any intellectual property, privacy, or proprietary right; (e) any claim that your User Content caused damage to a third party; and (f) your violation of any applicable law, rule, or regulation. This indemnification obligation will survive the termination of these Terms and your use of the Service. Note: this provision may not apply to users in jurisdictions where blanket indemnification provisions are not enforceable under consumer protection law.

## **20. Dispute Resolution and Arbitration**

### **20.1 Informal Resolution**

Before initiating any formal dispute resolution proceeding, you agree to first contact Unvaulted at [legal@unvaulted.com](mailto:legal@unvaulted.com) and attempt to resolve any dispute informally for a period of at least thirty (30) days.

### **20.2 Binding Arbitration (United States Users)**

If you are located in the United States, any dispute, claim, or controversy arising out of or relating to these Terms or the Service that cannot be resolved informally shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator, in the English language, and the seat of arbitration shall be Wilmington, Delaware. The arbitrator’s award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

### **20.3 Class Action Waiver (United States Users)**

**IF YOU ARE LOCATED IN THE UNITED STATES, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.** You waive any right to participate in any class action lawsuit, class arbitration, or other consolidated or representative proceeding against Unvaulted. If this class action waiver is found to be unenforceable with respect to a particular claim, that claim shall be severed and pursued in a court of competent jurisdiction.

### **20.4 International Users**

If you are located outside the United States, disputes shall be resolved in accordance with Section 20.1 (informal resolution) and, if unresolved, through binding arbitration administered by the International Chamber of Commerce (“ICC”) under its Arbitration Rules. The seat of arbitration shall be Wilmington, Delaware, or such other location as the parties may agree. Nothing in this Section shall prevent either party from seeking interim or injunctive relief from a court of competent jurisdiction. Users in the European Economic Area and United Kingdom retain all mandatory statutory rights that cannot be waived by agreement, including rights under the EU Consumer Rights Directive and applicable local consumer protection legislation, and may bring claims in their local courts as required by applicable law.

### **20.5 Exceptions to Arbitration**

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights, confidentiality obligations, or to enforce the anti-gaming provisions of these Terms.

### **20.6 Time Limitation**

To the maximum extent permitted by applicable law, any claim arising out of or relating to these Terms or the Service must be filed within one (1) year after the date on which such claim arose or be forever barred, except where a longer period is required by mandatory applicable law.

## **21. Termination**

### **21.1 Termination by You**

You may terminate your account at any time by contacting us at support@unvaulted.com or through the account settings in your Founder Terminal. Upon termination, your right to use the Service will

cease immediately. Termination of your account does not relieve you of any obligations incurred prior to termination.

## **21.2 Termination by Unvaulted**

Unvaulted may suspend or terminate your account and access to the Service at any time, with or without cause, with or without notice, including but not limited to: (a) violations of these Terms; (b) Gaming or other prohibited conduct; (c) upon request by law enforcement or government authorities; (d) extended periods of inactivity; (e) unexpected technical or security issues; or (f) discontinuation of the Service.

## **21.3 Effect of Termination on Execution Records**

Upon termination of your account: (a) your personally identifiable information will be deleted or anonymized as described in Section 5.4 and the Privacy Policy; (b) Execution Records will be retained in anonymized form; and (c) aggregated and anonymized data derived from your use of the Service will be retained. You acknowledge that certain Execution Records may persist on the Platform in anonymized form even after account termination.

## **21.4 Surviving Provisions**

Sections 5, 6.2, 10, 11, 16, 18, 19, 20, 21.3, and 23 shall survive any termination, as well as any other provisions that by their nature are intended to survive termination.

## **22. Modifications to Terms**

Unvaulted reserves the right to modify these Terms at any time. If we make material changes, we will provide notice by: (a) posting the updated Terms on the Platform with a revised effective date; (b) sending notification through the Service or to the email address associated with your account; or (c) other reasonable means. Material changes will become effective thirty (30) days after notice is provided, unless earlier acceptance is required by circumstances (such as changes required by law). Your continued use of the Service after the effective date constitutes acceptance of the modified Terms.

## **23. Governing Law**

These Terms and any disputes arising out of or relating to these Terms or the Service shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. To the extent any lawsuit or court proceeding is permitted under these Terms, you consent to the exclusive personal jurisdiction and venue of the state and federal courts located in Wilmington, Delaware. Notwithstanding the foregoing, users in the European Economic Area and United Kingdom may also bring proceedings in their local courts if required by mandatory applicable law, and nothing in this Section shall deprive any consumer of the protection afforded by the mandatory provisions of the law of the country in which they are habitually resident.

## **24. General Provisions**

## **24.1 Entire Agreement**

These Terms, together with the Privacy Policy and any other agreements expressly referenced herein, constitute the entire agreement between you and Unvaulted regarding the Service.

## **24.2 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid while preserving its original intent.

## **24.3 Waiver**

No waiver of any term shall be deemed a further or continuing waiver. Unvaulted's failure to assert any right under these Terms shall not constitute a waiver of such right.

## **24.4 Assignment**

You may not assign or transfer these Terms without Unvaulted's prior written consent. Unvaulted may assign these Terms, including in connection with a merger, acquisition, or sale of assets, without your consent.

## **24.5 Force Majeure**

Unvaulted shall not be liable for any failure or delay due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, government actions, power failures, internet disturbances, blockchain network disruptions, pandemics, or any other force majeure event.

## **24.6 Notices**

All notices to Unvaulted must be sent to [legal@unvaulted.com](mailto:legal@unvaulted.com). Notices to you will be sent to the email address associated with your account or through the Service.

## **24.7 No Third-Party Beneficiaries**

These Terms do not create any third-party beneficiary rights.

## **24.8 Language**

These Terms are drafted in English. If these Terms are translated into any other language, the English language version shall prevail in the event of any conflict or inconsistency.

## **24.9 Electronic Agreement**

By using the Service, you consent to receiving agreements, notices, and other communications electronically. You agree that all agreements and notices provided electronically satisfy any legal requirement that such communications be in writing.

# **25. Contact Information**

If you have any questions about these Terms, please contact us at:

**Unvaulted Inc.**

General: support@unvaulted.com

Legal: legal@unvaulted.com

Privacy: privacy@unvaulted.com

Website: unvaulted.com

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