

Pascal - Terms of Service

Last Updated: June 16, 2026

Please review these Terms of Service (“**Terms**”) carefully, as they set forth the legally binding terms and conditions that govern your use of our website located at pascal.trade (“**Website**”), access to our mobile application (the “**App**”), together with related trademarks, software code, and other intellectual property, and the products and services available through our Website and/or App (together, the “**Services**”). These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Services.

The Services and Website are copyrighted works belonging to Koganei Maru Ltd. (the “**Company**,” “**us**,” “**our**,” and “**we**”). Your submission of information, including personally identifiable information or personal data (“**Personal Data**”), through or in connection with the Services is governed by the terms of our Privacy Policy (<https://app.pascal.trade/privacy.pdf>) updated from time to time (“**Privacy Policy**”). All such additional terms, guidelines, and rules, including our Privacy Policy, are incorporated by reference into these Terms.

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Please carefully review the disclosures and disclaimers set forth in Section 15 in their entirety before using any software initially developed by the Company. The information in Section 18 provides important details about the legal obligations associated with your use of the Services.

1. **Agreement to Terms.** By accessing and using our Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, you are not authorized to use the Services. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time, and without notice, at our sole discretion.
2. **Privacy Policy.** Please review our Privacy Policy at <https://app.pascal.trade/privacy.pdf>, which also governs your use of the Services, for information on how we collect, use and share your information.
3. **Description of the Services.**
 - i. The Services includes a blockchain-based, smart contract-enabled platform that allows eligible users to trade on the outcomes of real-world events by entering into event-based outcome contracts (“**Contracts**”). Through the Services, users may connect a self-hosted cryptocurrency wallet (“**Wallet**”), place trades on Contracts, view market prices, and manage open positions, subject to these Terms.
 - ii. The Company does not operate a cryptoassets or derivatives exchange platform or offer trade execution or clearing services and, therefore, neither has control concerning your transactions using the Services.

4. Use of the Services

- i. In order to use the Services, you must open an account with the Company, which is subject to review and approval.
- ii. As a condition to accessing or using the Services, you represent and warrant to the Company the following:
 - a. If you are entering into these Terms as an individual, that you are at least 18 years old or of legal age in the jurisdiction in which you reside, have the legal capacity to enter into these Terms and be bound by them, and are not otherwise barred from using the Services under Applicable Law;
 - b. If you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;
 - c. You will comply with all Applicable Laws (e.g., local, state, federal and other laws) when using the Services.
 - d. You are not located in a country that is subject to a U.S. Government embargo;
 - e. You are not listed on any U.S. Government list of prohibited, sanctioned, or restricted parties.
 - f. You will not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition.
 - g. You represent and warrant that you possess sufficient knowledge, market sophistication, professional advice, experience, and skills to understand and bear these risks, that you have the requisite understanding of blockchain technology, cryptoassets, and smart contract mechanisms to engage with the Services, and that you are not relying on the Company to provide any risk guidance or investment advice in connection with your use of the Services;
 - h. You are responsible for properly configuring, as applicable, and using the Website, App or any other Services, into your applications or Wallet and for taking appropriate action to secure your data, including without limitation, financial or token information and private keys.
 - i. You are not residing in, a citizen of, organized in, or located in any of the following jurisdictions (collectively, the "**Restricted Jurisdictions**"): Australia, Belgium, France, Germany, Italy, the Netherlands, Ontario, Poland, Quebec, Russia, Singapore, Taiwan, Thailand, the United Kingdom, the United States; or any jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States, the United Kingdom, or the

European Union, including but not limited to Iran, Syria, Cuba, North Korea, and the Crimea, Donetsk, and Luhansk regions of Ukraine;

- j. You have not been identified as a Specially Designated National or placed on any sanctions lists by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State (collectively, "**Sanctions Lists Persons**"); and you will not use our Website to conduct any illegal or illicit activity;
 - k. You do not intend to and will not transact with any Sanctions List Person;
 - l. Your access to the Services is not (a) prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over the Company, you, the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "**Applicable Laws**"); or (b) contribute to or facilitate any illegal activity; or
- iii. As a condition to accessing or using the Services, you acknowledge, understand, and agree to the following:
- a. From time to time, any part of the Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that the Company or any of its suppliers or contractors may undertake from time to time; (c) causes beyond the Company's control or that the Company could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;
 - b. We reserve the right to disable or modify access to any part of the Services at any time in the event of any breach of these Terms, including, without limitation, if we reasonably believe any of your representations and warranties may be untrue or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Services being inaccessible to you at any time or for any reason;
 - c. We reserve the right, but have no obligation, to monitor the locations from which our Services is accessed. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Services, in whole or in

part, from any geographic location, IP addresses, and unique device identifiers, or to any user who we believe is in breach of these Terms.

- d. The Services may evolve, which means the Company may apply changes, replace, or discontinue (temporarily or permanently) any part of the Services at any time in its sole discretion;
- e. The Company does not act as an agent for you or any other user of the Services;
- f. You are solely responsible for your use of the Services, including all of your transfers and conversions of digital assets;
- g. You are solely responsible for reporting and paying any taxes applicable to your use of the Services; and
- h. We have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so, and if you experience a problem with any transactions in digital assets using the Services, then you bear the entire risk.
- i. Trading in prediction markets involves significant risk of financial loss and is speculative in nature. The value of event contracts is uncertain and can fluctuate significantly based on available information, market conditions, and the resolution of underlying events. You may lose the entire amount you invest or trade. You should not trade with funds you cannot afford to lose, and you should carefully consider your financial situation and risk tolerance before using the Services. Past performance is not indicative of future results. Nothing in the Services constitutes investment advice, financial advice, or a recommendation to trade any particular event contract;
- j. The Services operate using blockchain technology and smart contracts, which carry additional and distinct risks including but not limited to: (i) smart contract vulnerabilities, bugs, or exploits that may cause loss of funds with no recourse; (ii) front-end vulnerabilities, DNS hijacking, or phishing attacks; (iii) hacks, social engineering attacks, or unauthorized access to your Wallet; (iv) irreversibility of blockchain transactions — all trades and transfers are final and cannot be reversed, cancelled, or refunded by the Company under any circumstances; (v) cryptoasset price volatility, including the potential for USDC to de-peg from its intended value; (vi) network congestion, gas fee spikes, or blockchain downtime that may prevent or delay execution of trades; (vii) protocol upgrades, forks, or changes to underlying blockchain infrastructure that may adversely affect the Services or your positions; and (viii) regulatory action

targeting blockchain networks, stablecoins, or prediction markets that may result in sudden loss of access to the Services. YOU ASSUME ALL RISKS ASSOCIATED WITH USING BLOCKCHAIN-BASED TECHNOLOGY AND CRYPTOASSETS. THE COMPANY IS NOT RESPONSIBLE FOR ANY LOSS ARISING FROM THESE RISKS;

- k. Entities affiliated with the Company or Pascal Research, Inc., including any subsidiaries, parent entities, and related parties (collectively, “**Company Affiliates**”) may engage in trading activity on the Services, including by taking positions in event contracts, for purposes including but not limited to providing liquidity to the Services. Company Affiliates may trade against other users of the Services. You acknowledge and agree that Company Affiliates may be active market participants on the Services and that their participation may affect market prices and liquidity. The Company does not make any representation regarding the trading activity of Company Affiliates beyond what is disclosed herein.
 - l. The Company is solely responsible for the resolution of all Contracts displayed on the Website. Resolution of each Contract is determined by the Company in accordance with the rules specified for such Contract at the time it is listed, which may incorporate one or more resolution sources as determined by the Company in its sole discretion. You acknowledge and agree that: (i) the Company reserves the right to interpret and clarify Contract rules in order to preserve the original intent of such Contract; (ii) resolution is submitted by the Company as an on-chain action following the Company's review of applicable resolution sources, and no binding on-chain relationship exists between any resolution source and any Contract; and (iii) all resolutions are final and immutable upon submission. THERE IS NO DISPUTE OR RECOURSE PROCESS FOR ANY CONTRACT RESOLUTION. BY USING THE SERVICES, YOU EXPRESSLY WAIVE ANY CLAIM ARISING FROM OR RELATED TO THE RESOLUTION OF ANY CONTRACT.
- iv. As a condition to accessing or using the Services, you covenant to the Company the following:
 - a. In connection with using the Services, you only will transfer or convert to fiat currency legally obtained digital assets that belong to you; and
 - b. You will obey all Applicable Laws in connection with using the Services, and you will not use the Services if the laws of your country, or any other Applicable Law, prohibit you from doing so.

5. Fees

- i. You agree and acknowledge that your use of the Services is subject to the fees, charges, spreads, withdrawal fees and other amounts assessed by the Company

and its service providers from time to time (collectively, the “**Fees**”). All Fees applicable to your account will be disclosed in the App and Website at the time you authorize a transaction.

- ii. By initiating a transaction, you consent to the Fees presented to you and authorize the Company and our partners to debit such Fees from your Wallet balance or from the applicable funding source, as relevant. All Fees are subject to change at any time in the Company's sole discretion, and updated Fees will apply immediately to any transaction initiated after such changes become effective.
- iii. All Fees are final and non-refundable unless the Company determines otherwise in its sole discretion or unless required by Applicable Law. The Company reserves the right to suspend or decline any transaction if the applicable Fees cannot be collected or if your Wallet does not maintain sufficient balance to cover the Fees associated with such transaction.

6. **No Professional Advice or Fiduciary Duties.** All information provided in connection with your access and use of the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Services or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

7. **Prohibited Activity**

- i. You may not use the Services to engage in the categories of activity set forth below (“**Prohibited Uses**”). The specific activities set forth below are representative, but not exhaustive, of Prohibited Uses. If you are uncertain as to whether or not your use of the Services involves a Prohibited Use or have other questions about how these requirements apply to you, then please contact us at support@pascal.trade. By using the Services, you confirm that you will not use the Services to do any of the following:
 - a. Violate any Applicable Laws, and relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as, without limitation, the Bank Secrecy Act, and the U.S. Department of Treasury’s Office of Foreign Asset Controls, including, without limitation:
 - o Engaging in any fraudulent act or scheme to defraud, deceive, trick or mislead;
 - o Entering, or attempting to enter, any buy or sell order on the basis of confidential information relating to the outcome or likely

outcome of the event underlying such Contract, where trading on such information would constitute a breach of a pre-existing duty of trust and confidence owed to another person or entity;

- o Entering, or attempting to enter, any buy or sell order on the basis of confidential information relating to the outcome or likely outcome of the event underlying such Contract, where such information was obtained from, or such order was directed or solicited by, a person who owed a pre-existing duty of trust and confidence to another person or entity, if you know or have reason to know that trading on such information by the person who communicated it or directed or solicited the order would be prohibited by these Terms;
- o Entering, or attempting to enter, any buy or sell order if you hold a position of authority or influence sufficient to affect the outcome of the event underlying such Contract, or if you have been directed or solicited to enter such order by a person who holds such a position of authority or influence;
- o Engaging in disruptive trading practices, including but not limited to (i) spoofing (i.e., placing any buy or sell order without a bona fide intent to transact and with the intent to cancel before execution); (ii) front-running; (iii) placing fictitious transactions; (iv) cornering, or attempted cornering; (v) wash trading (e.g., placing or accepting any buy and sell order in the same contract, where you know or reasonably should know that the purpose of the orders is to avoid taking a bona fide market position exposed to market risk); (vi) violating bids or offers; or (vii) knowingly making any bid or offer for the purpose of making a market price that does not reflect the true state of the market;
- o Coordinating, colluding, or acting in concert with any other person for the purpose of moving, fixing, artificially influencing a Contract price, or otherwise acting to the detriment of the integrity of the market;
- o Entering or attempting to enter into any buy or sell order that does not result in a change in beneficial ownership, or that is structured or arranged in a manner designed to preserve economic exposure in the same hands while creating the appearance of a transfer of ownership;
- o Manipulative trading;

- o Engaging in any conduct that circumvents or attempts to circumvent the exposure of any Contract to open and competitive bidding; or
 - o Any other trading activity that, in the discretion of the Company, is abusive, improper or disruptive.
- b. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Law, including but not limited to use of the Company's intellectual property, name, or logo, including use of the Company's trade or service marks, without express consent from the Company or in a manner that otherwise harms the Company; any action that implies an untrue endorsement by or affiliation with the Company;
- c. Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- d. Circumvent any content-filtering techniques, security measures or access controls that the Company employs on the Services, including, without limitation, through the use of a VPN;
- e. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Services or to extract data, or introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Services;
- f. Provide false, inaccurate, or misleading information while using the Services or engage in activity that operates to defraud the Company, other users of the Services, or any other person;
- g. Use or access the Services to transmit or exchange digital assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism, or tax evasion;
- h. Use the Services in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;
- i. Use the Services from a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the Services is prohibited;

- j. Harass, abuse, or harm of another person or entity, including the Company's employees and service providers;
- k. Impersonate another user of the Services or otherwise misrepresent yourself;
- l. Access or use any data, content, prices, or information contained in or derived from the Services, directly or through an API, on-chain data feeds, or any other means, whether in raw, derived, aggregated, or anonymized form ("**Platform Data**"), if you are (i) a non-retail, professional entity that engages in capital markets activities, including but not limited to broker-dealers, futures commission merchants, registered investment advisors, hedge funds, investment managers, proprietary trading firms, commodity pool operators, financial technology companies, banks, clearing houses, or exchanges, or an affiliate of any such entity (each, a "**Capital Market Client**"), or (ii) a market data distributor;
- m. Sell, resell, sublicense, redistribute, or otherwise commercially exploit Platform Data to any Capital Market Client or market data distributor; or
- n. Encourage, induce, or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 8 or any other provision of these Terms.

8. **Proprietary Rights**

- i. Subject to these Terms, the Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Services for your own personal and noncommercial use.
- ii. The rights granted to you in these Terms are subject to the following restrictions:
 - (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Website; (b) you shall not (directly or indirectly) modify, decipher, disassemble, reverse compile or reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services; (c) you shall not access the Services in order to build a similar or competitive Website, product, or service; (d) translate, or otherwise create derivative works of any part of the Website; (e) rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder; (f) frame or mirror any part of the Services without the Company's express prior written consent; (g) create a database by systematically downloading and storing Website content; (h) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, harvest, index, "scrape," "data mine" or in any way gather Website or reproduce or circumvent the navigational structure or presentation of the Website without the Company's express prior written consent and (i) except as expressly stated herein, no part of the Website may be copied, reproduced, distributed,

republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

- iii. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and its content are owned by the Company. Neither these Terms (nor your access to the Services) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms. The Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

9. Third-Party Services

- i. The Services may contain links to, integrate with, or rely upon technology, software, content, and functionality provided by third parties, including websites, mobile applications, payment processors, custodial service providers, identity-verification vendors, card issuers, financial institutions, and blockchain-network participants. You acknowledge and agree that the Company does not control and is not responsible for the availability, accuracy, security, legality, or performance of any third-party products or services, nor does the Company endorse any third-party content or offerings. The Company shall not be liable, directly or indirectly, for any loss or damage arising out of or related to your use of, inability to use, or reliance on any third-party content, goods, data, technology, or services.
- ii. Certain features of the Company's Services are provided through or rely upon third-party partners. By using the Company's Services, you authorize the Company to share your information with these third-party providers as necessary to deliver the Services and you agree to be bound by any additional terms, disclosures, privacy policies, and rules imposed by such providers. The Company is not responsible for the acts, omissions, errors, outages, or service limitations of these third-party providers, and your continued use of the Services constitutes your acceptance of any conditions or limitations associated with such third-party integrations.

10. Modification, Suspension, and Termination

- i. We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend, discontinue or disable (temporarily or permanently) the Services, or your account, in whole or in part, for any reason whatsoever.
- ii. Upon termination of your access, your right to use the Services will immediately cease. We will not be liable for any losses suffered by you resulting from any modification to the Services or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the Services.

- iii. We reserve the right, at our sole discretion, to amend, modify, or replace these Terms (or any portion thereof) from time to time. Any changes will become effective upon posting unless we specify a later effective date. Your continued access to or use of the Services after the effective date of the revised Terms constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop accessing and using the Services.
 - iv. Subject to this Section, these Terms will remain in full force and effect while you use or access the Services. We may suspend or terminate your rights to use or access the Services at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Services will terminate immediately.
- 11. Accuracy of Information.** We attempt to ensure that the information that we provide on the Services is complete, accurate and current. Despite our efforts, the information on the Services may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or correctness of any information on the Services.
- 12. Personal Data.** Consent to access, processing, and storage of your Personal Data. You consent to us accessing, processing, and retaining any Personal Data you provide to us when accessing our Services. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws, and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your Personal Data for other purposes. Please see our Privacy Policy, which is incorporated herein by reference and available at <https://app.pascal.trade/privacy.pdf> for further information about how we process your Personal Data, and the rights you have in respect of this.
- 13. INDEMNIFICATION.** YOU WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, AND ITS AFFILIATES' RESPECTIVE STOCKHOLDERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS, AND CONTRACTORS (COLLECTIVELY, "**INDEMNIFIED PARTIES**") FROM ANY CLAIM, DEMAND, LAWSUIT, ACTION, PROCEEDING, INVESTIGATION, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO (A) YOUR USE OF, OR CONDUCT IN CONNECTION WITH, THE SERVICES; (B) DIGITAL ASSETS ASSOCIATED WITH YOUR WALLET; (C) ANY FEEDBACK OR USER CONTENT YOU PROVIDE TO THE COMPANY, IF ANY, CONCERNING THE SERVICES; (D) YOUR VIOLATION OF THESE TERMS; OR (E) YOUR INFRINGEMENT OR MISAPPROPRIATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY. IF YOU ARE OBLIGATED

TO INDEMNIFY ANY INDEMNIFIED PARTY, THE COMPANY (OR, AT ITS DISCRETION, THE APPLICABLE INDEMNIFIED PARTY) WILL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO CONTROL ANY ACTION OR PROCEEDING AND TO DETERMINE WHETHER THE COMPANY WISHES TO SETTLE, AND IF SO, ON WHAT TERMS, AND YOU AGREE TO COOPERATE WITH THE COMPANY IN THE DEFENSE. YOU MAY NOT SETTLE OR OTHERWISE COMPROMISE ANY CLAIM SUBJECT TO THIS SECTION WITHOUT THE COMPANY'S PRIOR WRITTEN APPROVAL.

14. Disclosures; Disclaimers

- i. THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT SUCH WARRANTIES CANNOT BE EXCLUDED OR LIMITED UNDER THE APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.
- ii. THE SERVICES IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND THE COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.
- iii. THE COMPANY DOES NOT ENDORSE ANY OTHER THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO WITH OTHER USERS. YOU AGREE THAT THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND OTHER USERS.
- iv. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15. Limitation of Liability

- i. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE 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, 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 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.
- ii. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF THE COMPANY AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO THE COMPANY FOR USE OF THE SERVICES OR ONE HUNDRED U.S. DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE.
- iii. 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 & Jurisdiction. The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced under the laws of the State of Delaware, as applicable, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that the Company may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. For any other proceeding that is not subject to arbitration under these Terms, the courts of the British Birgin Islands will have exclusive jurisdiction. You waive any objection to venue in any such courts.

17. Dispute Resolution & Arbitration.

- i. You agree to arbitrate all disputes, claims, or controversies (“**Claims**”) arising out of or relating to these Terms or your relationship with the Company. This section

constitutes your agreement to arbitrate (“**Arbitration Agreement**”) all disputes arising under or in connection with these Terms and your relationship with us. This includes Claims made by us against you, by you or anyone connected to you against us or any of our Affiliates, agents, employees, predecessors, successors, or assignees. Arbitration is often used to resolve Claims more efficiently than a trial, particularly where the amount of the Claim is small. YOU ARE WAIVING THE RIGHT TO LITIGATE A CLAIM IN COURT AND TO HAVE A JURY TRIAL ON ANY CLAIM. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATIONS WITH OTHER ARBITRATIONS ARE NOT PERMITTED. ANY ARBITRATION UNDER THESE TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS.

- ii. Before commencing an action in arbitration, the parties will promptly submit any dispute that they have failed to promptly resolve to mediation before the British Virgin Islands International Arbitration Centre (“**BVI IAC**”) in the British Virgin Islands, or at a location mutually agreed to by the parties. The parties will jointly select the mediator. If the parties are unable to agree upon a mediator within 15 days of a written request for mediation, either party may request appointment of a mediator by the BVI IAC. If the parties are unable to achieve a mutually agreeable resolution of the dispute through mediation within 60 days after commencement of mediation proceedings, the parties hereby agree to submit their dispute to binding arbitration described below. Notwithstanding the foregoing, either party may file an arbitration demand at any time to comply with any statute of limitations or timing requirements to preserve its Claim.
- iii. All Claims will be decided finally and exclusively by binding individual arbitration with a single arbitrator, administered by the BVI IAC in accordance with BVI IAC Arbitration Rules 2016, or such other rules in effect at the time of the arbitration. The seat of arbitration shall be the British Virgin Islands. The arbitration shall be conducted in the English language. The arbitrator will apply the substantive laws of the State of Delaware, without regard to its conflict of law provisions, and will honor claims of privilege recognized at law.
- iv. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. While an arbitrator may award declaratory or injunctive relief, the arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's Claims. The arbitrator's decision and judgment criteria will not have a precedential or collateral estoppel effect on Claims asserted by any individual or entity who was not a party to the arbitration. If any provision of this Arbitration Agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). If a court or

arbitrator decides that this Arbitration Agreement cannot be enforced as to a particular Claim for relief, then that Claim (and only that Claim) must be severed from the arbitration and may be brought before the courts of the British Virgin Islands. The arbitrator alone will have the authority to interpret the scope and enforceability of this Arbitration Agreement, except that any Claim concerning the scope or enforceability of the prohibition on class, collective, or representative Claims shall be resolved by the courts of the British Virgin Islands in accordance with the laws of the State of Delaware.

- v. IF YOU DO NOT WANT TO ARBITRATE ALL CLAIMS AS PROVIDED IN THESE TERMS, THEN YOU HAVE THE RIGHT TO REJECT SUCH ARBITRATION PROVISIONS BY DELIVERING A WRITTEN NOTICE TO US AT support@pascal.trade, WITHIN 30 DAYS OF THE DATE YOU REGISTERED FOR YOUR ACCOUNT. YOUR REJECTION OF ANY ARBITRATION PROVISIONS DOES NOT AFFECT ANY INDEPENDENT ARBITRATION AGREEMENTS WITH THIRD PARTIES, AND YOU REMAIN SUBJECT TO ANY ARBITRATION, CLASS ACTION OR JURY TRIAL WAIVER OR DISPUTE RESOLUTION PROCESSES SET OUT IN THOSE SEPARATE AGREEMENTS. YOU MUST INCLUDE YOUR FIRST AND LAST NAME, YOUR MAILING ADDRESS, YOUR EMAIL, AND YOUR WALLET ADDRESS IN THE NOTICE.

18. General Information

- i. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Website. It is important that you review the Terms whenever we update them or you use the Services. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective one (1) day following the earlier of our dispatch of an e-mail notice to you (if applicable) or one (1) day following our posting of notice of the changes on our Website. These changes will be effective immediately for new users of our Website and App. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.
- ii. You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “**Communications**”) that we provide in connection with these Terms or the use of the Services. You agree that we may provide our Communications to you by posting them on the Website

or by emailing them to you at the email address you provide in connection with using the Services, if any. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact us with questions, complaints, or claims concerning the Services at support@pascal.trade.

- iii. Any right or remedy of the Company set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of the Company in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.
- iv. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
- v. We will have no responsibility or liability for any failure or delay in performance of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.
- vi. You may not assign or transfer any right to use the Services, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.
- vii. Headings of sections are for convenience only and shall not be used to limit or construe such sections.
- viii. These Terms contain the entire agreement between you and the Company and supersede all prior and contemporaneous understandings between the parties regarding the Services.
- ix. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.
- x. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to the Agreement other than the Indemnified Parties.
- xi. A waiver by the Company of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of the Company and shall apply only to the circumstances for which it is given. Our failure to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future

exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.