

# APOSTRO

## Legal Notice

**Last Updated:** September 30, 2022

### I. Application and Scope

This Legal Notice is provided by Apostro and governs your access to and use of the Website. By accessing or using the Website, you acknowledge that you have read, accept without modifications and agree to be bound by this Legal Notice and all terms incorporated herein by reference, which form a legally binding agreement between you and us. You hereby acknowledge and agree that your complete acceptance of this Legal Notice without reservations is a prerequisite for your access to and use of the Website.

If you do not accept or agree to this Legal Notice, you are not allowed to access or use the Website, and you must immediately discontinue any use thereof. If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept this Legal Notice and enter into a binding agreement with us on such entity's behalf, and you accept this Legal Notice both on behalf of such entity and on your own behalf.

Any Materials shall be subject to this Legal Notice. Please read this Legal Notice carefully before using, referring to, or relying upon any Materials.

### II. Licence

Subject to your consent to, acceptance of and compliance with this Legal Notice, we hereby grant you the Licence. Your access and use of the Website shall not violate the terms of the Licence. The Licence shall remain effective until it is terminated which shall have occurred upon the earlier of: (i) this Legal Notice terminates or expires; or (ii) you violate this Legal Notice; or (iii) we choose to terminate the Licence at our sole and absolute discretion, with or without reason.

### III. Proprietary Rights

The Website may contain certain Intellectual Property that is owned by us, Affiliates, and/or applicable rights holders. Unless otherwise explicitly prescribed in this Legal Notice, you do not receive any rights, title, or interest in or to such Intellectual Property, and we, Affiliates, and/or respective rights holders reserve all such rights including the right to prohibit any use of such Intellectual Property at any time. You may not obscure, remove or alter any marks or notices displayed on the Website. Any rights not expressly granted to you under the Licence are reserved by us, respective Affiliates, and/or other applicable rights holders.

The Website, including its elements and components, may not be copied, reproduced or imitated, in whole or in part, without our prior written permission.

### IV. Important Disclaimers

Information on the Website. Materials are provided for informational purposes only and nothing contained in the Materials constitutes a promise, warranty, or representation. The Materials should not be relied upon, either wholly or partially, when making any decision. We shall not be responsible for the accuracy or completeness of the Materials; therefore, any use of such Materials is at your own

discretion and risk, and you are solely responsible for any possible damages or losses arising from such use. You should always conduct your own independent research and thorough investigation.

**No warranty.** The Website and any Materials are provided on an “as is” and “as available” basis. Your use of the Website and any Materials will always be at your own risk. We make no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose with respect to the Website and any Materials, all of which are expressly disclaimed. We do not warrant, whether expressly or impliedly, and hereby expressly disclaim any warranty and/or representation that: (i) any Materials will be true, complete, timely, reliable, accurate, correct, or sufficient; therefore, you expressly acknowledge and agree that we will be under no obligation to update or fix such Materials; (ii) the Website and any Materials will be secure or available at any particular time or place; and/or (iii) the Website and any Materials will meet your expectations, be suitable for you, or fit for a particular purpose.

**No liability.** To the maximum extent permitted under the applicable law, in no event shall Apostro Parties be liable or responsible for any direct, indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with the Website and/or Materials, their use or reliance thereon, including without limitation, the accuracy, reliability, currency, veracity, or completeness of the Materials, any delays, inaccuracies or errors in, or in the transmission of, the Materials, or the use of or reliance on the Materials, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether we have been advised of the possibility of such damages or losses.

**Waiver.** You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above from the Apostro Parties. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law. Neither this Section nor anything in this Legal Notice limits or is intended to limit liability arising from fraud, intentional misconduct, or gross negligence.

## **V. No Offer Or Solicitation**

The Website and any Materials available thereon or otherwise communicated by us or on our behalf do not constitute and is not intended to constitute an offer to sell, a recommendation or solicitation to buy, sell, or hold cryptocurrencies, digital assets, or any other assets in any jurisdiction. Nothing in the Materials constitutes a recommendation or solicitation to use Apostro products or services provided or operated by us or on our behalf. Furthermore, certain third-party services or products may be mentioned or referred to on the Website or in the Materials, and we do not endorse, recommend, or solicit any such third-party services or products the use of which shall always be at your own risk and discretion. Always make sure to verify that the information that you believe is provided by us is posted or communicated by our authorised representatives. We do not provide any opinion or any advice to purchase, sell, or otherwise transact with the cryptocurrencies, digital assets, or any other assets, and nothing communicated by us shall form the basis of, or be relied upon in connection with, any contract or decision associated therewith. Please consult your own legal or financial advisor before making any decision.

## **VI. Forward-Looking Statements**

The Materials may contain forward-looking statements based on current expectations that involve a number of risks and uncertainties. All opinions, forecasts, projections, future plans or other statements other than statements of historical fact, are forward-looking statements. Any development plans and

projections, business projections, future functionality and projected performance of Apostro, the Website, the Apostro Project, and any of our services and/or products, as well as prospects and future events related to any industry, are forward-looking statements.

Forward-looking statements by their nature address matters that are, to different degrees, uncertain or unknown. We can give no assurance that any forward-looking statements will prove to have been correct. Actual events, results or outcomes could differ materially from what is stated in the forward-looking statement, and you should not rely on any such forward-looking statement. These risks and uncertainties include the impact of economic, competitive, technical and other factors affecting the Apostro Project, Apostro and its business, or their operations, including, but not limited to, the following: development of science and technology, development of the industry in which we are in, competition, regulatory uncertainty and government actions, the introduction of new regulations and laws, market changes, the performance of Apostro, the Apostro Project, any of our services and/or products, other business and market conditions.

## **VII. No Advice**

Neither we nor any part of the Website provide financial, advisory, legal, regulatory, investment, or tax services directly, indirectly, implicitly, or in any other manner. You should not consider any information contained in this Legal Notice, any part of the Materials, or any other content available on the Website or otherwise provided by us or on our behalf, to be business, legal, financial, investment, or tax advice, or advice of a broker regarding any matters to which all or any part of such information relates. We shall not be responsible for the accuracy, completeness or timeliness of the Materials and any other information contained on the Website or otherwise provided by us or on our behalf, therefore any use of or reliance upon such Materials and information will always be at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising therefrom. You should consult your own legal, financial, regulatory, investment, tax, or other professional advisors regarding the Materials and any other information contained on the Website or otherwise provided by us or on our behalf.

## **VIII. Third-Party Content**

When using the Website, you may view or interact with the Third-Party Content. We have not independently verified any Third-Party Content or ascertained the underlying assumptions relied upon by such Third-Party Content. We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Third-Party Content, do not endorse and are not responsible for any such Third-Party Content, as well as any information, materials, content, services or tools on or available through such Third-Party Content. You hereby affirm and acknowledge that your use of the Third-Party Content, and your interactions with third parties that are linked to or from the Website, are at your own risk. To the maximum extent permitted by the applicable law, in no event shall we be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content.

## **IX. Applicable Law And Disputes Resolution**

Applicable Law. This Legal Notice, as well as any and all relationship between you and us relating to the Website and any Materials shall be governed by, construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

Informal Dispute Resolution. For any Dispute that you have against us or relating in any way to this Legal Notice, the Website and any Materials you shall first contact us and attempt to resolve the

Dispute informally by sending the Notice to us by email at [legal@apostro.xyz](mailto:legal@apostro.xyz). If we and you cannot reach an agreement to resolve the Dispute within thirty (30) days after the Notice is received, then either party may submit the Dispute to binding arbitration as set forth below.

Binding Arbitration. Except for any Disputes in which either party seeks injunctive or other equitable relief for the alleged unlawful use of the Intellectual Property, you and Apostro hereby agree to settle and finally resolve any Dispute arising out of or in connection with this Legal Notice, the Website and any Materials in binding arbitration administered by the LCIA and in accordance with this Section and the London Court of International Arbitration Rules, which are deemed to be incorporated by reference herein. You will not and hereby waive your rights to object to the arbitration prescribed herein.

The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. Any and all notices, requests, demands, and other communications which are required or may be given in connection with the arbitration shall be sent in electronic form, either via email or other electronic means including via any electronic filing system operated by the LCIA. Any and all notices, requests, demands, and other communications sent by electronic means shall be treated as having been received by a recipient on the day it is transmitted (such time to be determined by reference to the recipient's time zone).

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, Apostro, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

No Class Arbitrations, Jury Trial and Court Proceedings. There will be no class or other type of representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. To the maximum extent permitted under the law, you and we waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.

Statutes of Limitation. To the maximum extent permitted under the law, you and we hereby agree that any claim arising out of or related to this Legal Notice, the Website, and any Materials available thereon, or otherwise provided by us or on our behalf, shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor we will have the right to assert such claim.

## **X. Communication**

You agree and consent to receive electronically all Communications that we provide in connection with this Legal Notice, the Website, or Materials. You agree that we may provide Communications to you by posting them on the Website, in our [Discord group](#), in our [Twitter account](#), or other official social channels, which may be available on the Website from time to time; provided that only those postings shall be deemed to constitute Communication that are expressly marked as relating to this Legal Notice. If you provide us with your email address, we may (but will not be obliged to) send Communications to you by email. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published. Communication via support functionality available on the Website shall not be deemed official Communications on our behalf.

You may electronically communicate with us by sending Communications to the following email address [hello@apostro.xyz](mailto:hello@apostro.xyz). We may require you to provide additional data or documents that will allow us to identify you.

## XI. Miscellaneous

Personal Data. Please learn more about how we process your personal data in our [Privacy Notice](#).

Survival. All terms and conditions of this Legal Notice, except for Section II, shall survive any expiration or termination of this Legal Notice and/or your access to or use of the Website, regardless of the reasons.

Language. Currently, only the English version of the Website interface and any Communications is considered official. The English version shall prevail in case of differences in translation of any information, documents, Communications, or other content.

Assignment. You shall not have the right to assign or transfer any rights or obligations under this Legal Notice without our prior written consent. We may transfer or assign this Legal Notice, including any rights and obligations hereunder to any third party and no such transfer or assignment shall require your additional consent or approval.

Entire Agreement. This Legal Notice, together with any documents incorporated herein by reference, contain the entire agreement between you and us concerning the matters contemplated herein and supersede all prior and contemporaneous understandings, writings, letters, statements, or promises, both written and oral, between you and us regarding the subject matters hereof, including, without limitation, any public or other statements, promises, publications, or representations made by the Apostro Parties. Except for the Apostro Parties, there shall be no third-party beneficiaries hereto.

Severability. The invalidity or unenforceability of any provision or part-provision of this Legal Notice shall not affect the validity or enforceability of any other provisions of this Legal Notice, all of which shall remain in full force and effect.

Modification. You acknowledge and agree that we may modify, supplement or update this Legal Notice from time to time at our sole and absolute discretion, and without your consent. If we make changes to this Legal Notice, we will update the “Last Updated” date at the top of this Legal Notice. Unless otherwise specified by us, updated Legal Notice shall become effective immediately, and your continued use of the Website will confirm the acceptance of such updated Legal Notice. If you do not agree to the amended Legal Notice, you must immediately discontinue any access to or use of the Website. It is expressly acknowledged that it is your sole obligation to review this Legal Notice each time you access or use the Website in order to stay informed about the content, terms, and conditions outlined herein, and the choices available to you.

## XII. Definitions

In this Legal Notice, unless the context requires otherwise, the terms shall have the following meaning:

“**Affiliate**” means a person controlling, controlled by, or under the same control as us.

“**Apostro**”, “**we**”, “**our**”, or “**us**” means **Apostro Labs Inc.**, a BVI business company, having a registered address at Intershore Chambers, PO Box 4342, Road Town, Tortola, VG1110 British Virgin Islands.

“**Apostro Parties**” means Apostro, Affiliates, their respective shareholders, directors, officers, employees, agents, advisors, contractors, and assignees.

“**Apostro Project**” means the project related to the development of an off-chain platform helping the decentralised finance (DeFi) protocols and blockchain platforms to track the attacks and mitigate their

impact, and providing solutions that can be used to prevent such attacks by assessing and evaluating certain market risks of contemplated transactions, other factors and variables.

**“Dispute”** means any dispute, claim, suit, action, causes of action, demand, or proceeding.

**“Information”** means any information, statements and announcements, provided on or through the Website and any communications made by us or on our behalf, as well as any other information however communicated by us or on our behalf with respect to the Apostro Project, or any other our services and products.

**“Intellectual Property”** means any names of services and products, logos, trademarks and other marks, copyrighted content, designs, drawings, animations, videos, pictures etc., which are available on the Website or otherwise provided by us.

**“Legal Notice”** means this Apostro Legal Notice as may be updated from time to time.

**“Licence”** means limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable licence (right) to access and use the Website for its intended purposes on the terms set forth herein.

**“Materials”** means Information and any data, content, and materials contained on the Website or communicated by us or on our behalf through the Website or otherwise.

**“Notice”** means a written notice of your claim to any of the Apostro Parties, which shall (i) include your name, residence address, email address, and telephone number; and (ii) describe the nature and basis of the Dispute, and (iii) set forth the specific relief sought.

**“Third-Party Content”** means any content, information, materials and items provided by third parties or produced from third-party sources, including (i) promotional materials and advertisements, (ii) third-party websites and resources, and links thereto, and (iv) any other information produced or derived from third-party sources.

**“Website”** means Apostro website available at <https://www.apostro.xyz>, including any of its subdomains.

**“you”, “your”** means you as a user of the Website.