

Salsa Labs Corp.

Vault Legal Notice

Last Update: September 12, 2024

Version: 1.0

Application:

This Vault Legal Notice governs your use of and interaction with the Vaults and forms a legally binding agreement between you and the Company. The Company may update or modify this Legal Notice at any time without your consent. In this case, the “Last Updated” date and the document version at the top of this notice will be updated accordingly; your continued use of the Vaults following such update will signify your acceptance of the updated Vault Legal Notice.

Acceptance:

By using or transacting with the Vault, you confirm that you have read and fully accept this Vault Legal Notice without changes or reservations. If you do not agree, you must not use or interact with the Vault. If acting on behalf of an entity, you confirm that you are authorised to accept it as legally binding for both the entity and yourself.

Eligibility:

To use and/or interact with the Vault, you must: (i) be capable of accepting this Vault Legal Notice as a legally binding document; (ii) if an individual, be at least 18 years old or meet the higher age requirement under the laws of your jurisdiction; (iii) if acting on behalf of an entity, be authorised to accept this Vault Legal Notice on its behalf; (iv) not be a Prohibited Person or use the Vault for its benefit; (v) ensure that your use of the Vaults and any related transactions comply with all applicable laws, regulations, and requirements, and (vi) use the Vaults in a professional capacity, not as a consumer under applicable law. If you do not meet these requirements, you must stop using the Vaults until you become eligible.

Vaults:

Vaults operate under the rules defined by their smart contracts. By using the Vault, you agree to the automatic processing of transactions in accordance with the applicable Vault Parameters. In the event of a conflict between this Vault Legal Notice and the smart contracts, this Vault Legal Notice shall prevail for legal and judicial matters, while the smart contracts and terms embedded therein will take precedence in governing transactions involving Virtual Assets. Users are required to comply with the intended logic of the Vaults and their software. Bugs, flaws in logic, and other vulnerabilities are not part of their intended operation. Exploiting bugs, flaws, or vulnerabilities in Vault smart contracts or associated software, regardless of purposes or circumstances, shall be strictly prohibited, and any such transactions shall be considered void and null *ab initio*; relevant acts, including those harming other users, may be treated as criminal or other offences under applicable law. Funds acquired through violation of the intended logic of the Vaults or underlying software, taking advantage of

flaws, bugs, errors, or vulnerabilities therein shall be deemed unlawfully obtained, and may be further subject to forfeiture under applicable law or other adverse consequences.

Technology:

Vaults were deployed using the Euler Vault Kit, as detailed at <https://www.euler.finance>, along with its associated smart contracts. It is your responsibility to thoroughly review and assess them before using the Vaults. Each Vault and its software offer no guarantees of security, safety, or protection against phishing, malware, hacker, or other malicious activities or hostile interventions. The Vaults and related software may contain bugs, vulnerabilities, or defects, and there is no assurance against the theft or loss of Virtual Assets due to hacks, cyber-attacks, service disruptions, technical errors, or other issues. These risks may result in partial or complete loss of Virtual Assets contributed to the Vaults, and by interacting with the Vault, you confirm that you accept and assume any and all such risks and potential consequences.

Vault Parameters:

Vault Parameters are settings that guide certain transactions involving the Vault, as may be implemented by the Company from time to time as it deems necessary or desirable. In developing the Vault Parameters, we may rely on data about blockchain transactions, smart contracts, and Virtual Assets automatically derived from third-party sources, such as oracles or other providers. This data may not always be accurate, timely, or reliable, and it is not manually verified. Assumptions, models, or projections used in the Vault Parameters may be incorrect or misleading, potentially leading to unexpected or adverse outcomes for your transactions. Additionally, technical issues, bugs, or errors may affect the Vaults' performance. Vaults and Vault Parameters may not function as intended, meet your expectations, or deliver outcomes or results beneficial to you. Before using the Vaults, you should carefully assess their suitability, logic and risks. Any interaction with the Vaults is entirely at your own risk, and you shall be solely responsible for any potential damages or losses.

Points:

When interacting with the Vaults, you may earn Points. All Points are solely for entertainment purposes, are non-transferable, have no intrinsic value, and are not backed by any physical or other assets. The allocation, calculation, and other aspects of Points are determined entirely at our discretion. There is no guarantee you will receive any Points, that they will meet your expectations or serve any particular purpose. We may change, adjust, or cancel Points or any related features at any time, with or without notice, and without any liability whatsoever. Any actions you take to earn Points are entirely voluntary and may not result in getting Points or any outcome other than participating in a fun and engaging experience.

No Personalised Approach:

All decisions and actions regarding the Vaults, including setting Vault Parameters and other metrics, are made without consideration of individual users' goals, risk tolerance, or financial conditions. These decisions are not influenced by user requests and should not be considered personalised financial advice.

Transactions:

All transactions with your Virtual Assets are processed on blockchain and are irreversible, meaning they cannot be revoked, suspended, or cancelled. We do not control or manage blockchain networks and software they run on. Any malfunction, failure, or discontinuation of these networks could significantly affect the Vaults and Virtual Assets you transfer to them. By using the Vaults, you acknowledge and accept all associated risks, including potential losses or damages resulting from reliance on these blockchain networks and associated software.

Taxation:

The tax treatment of Virtual Assets is uncertain and depends on the laws of your jurisdiction. You are solely responsible for determining taxes that apply to your activities and transactions involving the Vaults. It is your obligation to withhold, collect, report, and pay all applicable taxes to the relevant authorities. We are not responsible for your tax obligations or any tax consequences you may face.

Your Warranties and Representations:

By accepting this Vault Legal Notice, you expressly represent and warrant that: (i) you have read and understood it; (ii) you have sufficient knowledge of Virtual Assets, their functionality, usage, storage, and blockchain technology in general; (iii) all Virtual Assets you use with the Vaults were lawfully acquired, and are either owned by you or you are authorised to use them; (iv) you will not to use the Vaults for illegal purposes, such as fraud, terrorism financing, or money laundering, and confirm that you are not a Prohibited Person nor acting on its behalf; (v) you acknowledge the significant risks of using, buying, or holding Virtual Assets, including rapid price changes, and seek professional advice before making decisions; and (vi) you commit to conducting your own research and not relying solely on the information provided by us. All these representations and warranties must be accurate and apply throughout your use of the Vaults.

No Warranty:

Vaults, Vault Parameters, and Points are provided "as is" and "as available," without any express or implied warranties, including, but not limited to, warranties of title, non-infringement, merchantability, fitness for a particular purpose, or those arising from usage or trade. Virtual Assets transferred to the Vault may increase or decrease in price, or lose their value, and there is no guarantee regarding their performance, market, price, or value. You acknowledge that transacting in the Vaults may not be profitable for you, and any handling, using, or transferring Virtual Assets shall always be entirely at your own risk.

No Advice:

Nothing in this document or any communication from us or on our behalf constitutes a recommendation or solicitation to use or transact in the Vaults. This Vault Legal Notice and related communications do not provide business, legal, financial, investment, trading, or brokerage advice. You should seek guidance from your own professional advisors before making any decisions.

No Solicitation or Offer:

This Vault Legal Notice and Vaults are not and are not intended to be an offer of securities, financial instruments, or Virtual Assets, nor a solicitation

to acquire, purchase, or hold securities, financial instruments, or Virtual Assets in any jurisdiction. They are also not intended to serve as a prospectus or any type of offer document.

No Fiduciary Relationship: To the fullest extent permitted by applicable law, we owe no fiduciary duties to you, and all fiduciary duties are hereby expressly denied and disclaimed. However, we are obligated to act in accordance with this Vault Legal Notice and the implied contractual covenant of good faith and fair dealing, as required by law.

No Partnership or Agency: This Vault Legal Notice and Vaults do not establish or imply any partnership, association, joint venture, or cooperative relationship between you and us. Nothing in this Vault Legal Notice or any actions taken by either party shall be interpreted as creating an agency relationship.

No Consumer Relations: All transactions you make in relation to the Vaults are intended as commercial business transactions. To the maximum extent permitted under the law, this Vault Legal Notice does not create or imply a consumer relationship under applicable law. You are not permitted to interact with the Vaults or conduct transactions for personal or household purposes.

Decision-Making Process: Certain situations may require immediate action, relying on swift analysis of available data for informed decisions. However, delays in receiving necessary information can occur, posing an inherent risk. Failure to act promptly may lead to partial or complete loss of Virtual Assets.

Limitation of Liability: Except for cases of fraud, intentional misconduct, or gross negligence, the Company Parties shall not be liable, to the fullest extent permitted by law, for any damages or losses arising from this Vault Legal Notice, the use or inability to use the Vaults, the Force Majeure Circumstances, or the failure of the Vaults or Vault Parameters to perform as intended or expected, including, but not limited to, direct, indirect, consequential, incidental, punitive damages, losses of profits, business, data, or value, as well as damages caused by user actions, operational errors, interruptions, third-party interference, and blockchain network issues. These exclusions apply regardless of the legal theory, including contract or tort, and in jurisdictions where limitations are restricted, they will apply to the maximum extent allowed by law. The total liability of the Company Parties for any damages or losses arising from or in connection with the Vaults shall not in any case exceed US \$1,000 or equivalent.

No Personal Liability: Under no circumstances shall officers, directors, employees, agents, consultants, contributors, or shareholders of the Company or its Affiliates be personally liable in connection with this Vault Legal Notice, the use or inability to use the Vault, or the failure of the Vault or Vault Parameters to perform as intended or expected. This clause does not limit the Company's liability as an entity.

Indemnification: To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless the Company Parties from all claims, demands, actions,

damages, losses, costs, and expenses (including reasonable legal and professional fees) arising from: (i) your violation of this Vault Legal Notice, including false representations or warranties; (ii) your access to or use of the Vaults; and (iii) your obligation to pay applicable taxes. The Company reserves the right to assume sole control of the defence of any claim covered by this indemnity, at your expense. This indemnity is in addition to any other remedies available under law or equity.

Applicable Law:

This Vault Legal Notice and any relationship between you and us are governed by the laws of England and Wales, excluding any conflict of law rules.

Dispute Resolution:

All disputes related to this Vault Legal Notice and Vaults will be resolved through binding arbitration under the London Court of International Arbitration (LCIA) Rules, which are deemed to be incorporated by reference herein. Arbitration will take place in London, UK, with one arbitrator, and proceedings will be in English. All notices, requests, demands, and communications related to the arbitration must be sent electronically, either via email or through any electronic filing system operated by the LCIA. Electronic communications will be considered received on the day they are transmitted, based on the recipient's time zone. All disputes are personal and cannot be brought as class arbitration or action, or any other type of representative proceeding. Both parties waive the right to participate in class arbitration or action to the fullest extent allowed by law. To the extent permitted by law, any claim related to this Vault Legal Notice or Vaults must be filed within one year of its occurrence, or it will be permanently barred. Arbitration and related proceedings, including judgments and materials, must remain confidential unless otherwise required by law.

Communications:

By agreeing to this Vault Legal Notice, you consent to receive all related communications electronically, including via our website or social media accounts, if applicable. You can communicate with us electronically by sending messages to hello@apostro.xyz. We may request additional information, documents, or actions from you to verify your identity.

Miscellaneous:

This Vault Legal Notice benefits the Company Parties, who may rely on and enforce its provisions as if they were direct parties. Any delay or failure by us to exercise a right or remedy under this Vault Legal Notice or applicable law does not waive that right or any other; similarly, partial or single use of a right or remedy does not prevent further use of it or any other right or remedy. We may transfer or assign this Vault Legal Notice, including any rights and obligations, at any time without requiring your consent. If any part of this Vault Legal Notice is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

Definitions:

The capitalised terms used in this Vault Legal Notice shall have the following meaning:

Affiliate: a person controlling, controlled by, or under the same control as the Company.

Company, we, us, our: Salsa Labs Corp., a company established under the laws of the Republic of Panama.

Company Parties: Company, Affiliates, and their respective shareholders, directors, officers, employees, agents, advisors, contractors, successors, and assignees.

Force Majeure Circumstances: any unforeseen and unexpected events beyond our control, which include, without limitation, fire, flood, hostility, pandemic, the act of God, explosion, strike, war, undeclared war, act of terrorism, military actions and operations, sanctions, government actions, weaknesses, vulnerabilities and bugs in the software, blockchain networks, protocols, digital wallets, and other technologies and transactions contemplated hereunder, 51% attacks or similar attacks on Virtual Assets' underlying blockchain networks; loss or theft of Virtual Assets as a result of an attack, including hacker, malware, or other attack, system interference and/or destruction by any malicious programs, and power failure, equipment or software malfunction or error.

Points: points or similar rewards that you may receive in connection with your use of or interaction with the Vaults.

Prohibited Person: a citizen, resident of, or person subject to jurisdiction or territory, where the use of the Vaults is prohibited by applicable laws or regulations, or which is subject to a country-wide or territory-wide sanction imposed by any country, government, or international authority, as well as any person subject to sanctions administered or enforced by any country, government or international authority.

Vault: a smart contract or a set of interconnected smart contracts deployed by the Company, to which this Vault Legal Notice relates or in connection with which it is being provided.

Vault Parameters: a certain configuration of Vault set by the Company, as may be updated from time to time.

Virtual Assets: cryptocurrencies and other digital tokens implemented on the Vault's underlying public blockchain network, such as, for example, Wrapped Ether (WETH), Wrapped Bitcoin (WBTC), USD Coin (USDC), and so forth.

you, your: a person who accepts this Vault Legal Notice; if you are acting on behalf of an entity, "your" and "you" shall refer to both you as an individual using the Vaults, and the entity on whose behalf you are acting.

Interpretation:

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms 'including', 'include', 'in particular', 'for example', or any similar expression shall be construed as illustrative and shall not limit the

sense of the words, description, definition, phrase or term preceding those terms; clause headings do not affect the interpretation of this Vault Legal Notice.