

Last Updated: May 7, 2025

These Terms of Service (the “**Terms**”) explain the terms and conditions by which a user of the Interface (a “**User**” or “**you**”) may access and use <https://kinesisbridge.xyz/>, a website-hosted user interface (the “**Interface**”). The Interface is provided and maintained by the Technical Partner (as defined below), however, the general strategic direction of the Interface to date has been determined by members of the Kadena Group (as defined below) and certain third party technical partners (including any successor, additional or replacement technical partners, each a “**Technical Partner**”). By accessing or using the Interface, you agree to be bound by these Terms in their entirety. If you do not agree, you are not authorized to access or use the Interface.

Technical Partner reserve the right, in Technical Partner’s sole discretion, to modify these Terms from time to time. If any material modifications are made to these Terms, the date at the top of these Terms will be updated as your sole source of notification. All modifications will be effective when they are posted, and your continued accessing or use of the Interface will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to these Terms, you must immediately stop accessing and using the Interface.

1. THE INTERFACE.

The Interface provides a web or mobile-based means of access to the Kinesis Bridge application (the “**Bridge**”), powered by (based on) the Hyperlane protocol (together with the Bridge, the “**Protocol**”). The Protocol is a decentralized protocol comprised of open-source or source-available self-executing smart contracts that are deployed on various public blockchains, including but not limited to the Kadena blockchain and Ethereum, that allows users to bridge tokens, namely, transferring from one network to another. The Interface is distinct from the Protocol and is one, but not the exclusive, means of accessing the Protocol, considering open-source nature the Protocol may be accessed by third parties independently of the Interface and without any authorization from any person or entity (including any Covered Person (as defined below)). **NEITHER ANY COVERED PERSON NOR ANY TECHNICAL PARTNER OWNS, CONTROLS OR OPERATES THE PROTOCOL ON ANY BLOCKCHAIN NETWORK WITHIN THE SCOPE OF ANY APPLICABLE REGULATION. By using the Interface and, indirectly, the Protocol, you understand that you are not buying or selling digital assets from any Covered Person or Technical Partner and that no Covered Person nor any Technical Partner operates any liquidity pools on the Protocol or controls trade execution on the Protocol.**

The Interface and all goods or services provided through the Interface are provided on an “as is,” “as available” basis. Use of the Interface and the Protocol is at your own risk and without warranties of any kind. The Interface is constantly under active development, meaning that, undetected bugs, errors, and vulnerabilities may remain undiscovered.

You assume all risks associated with using the Interface or the Protocol and agree that no Covered Person or Technical Partner shall have any responsibility or liability to you, and you will have no recourse against any Covered Person or any Technical Partner, for any losses due to your use of the Interface or the Protocol.

The Technical Partner reserves the right to modify, substitute, eliminate, disable, restrict or add to the Interface, with or without notice to you. You acknowledge, understand, and agree that, from time to time, the Interface may be inaccessible or inoperable for any reason, including: (i) equipment or technology or other infrastructure delay, inaccessibility, or malfunctions; (ii) periodic maintenance procedures or repairs that any Technical Partner may undertake from time to time; (iii) causes beyond Technical Partners’ control or that any Covered Person or Technical Partner could not reasonably foresee; (iv) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (v) unavailability of third-party service providers.

No Covered Person represents or warrants that access to the Interface will be continuous, uninterrupted, timely, or secure; or that the Interface will be free from errors, defects, viruses, or other harmful elements, or that the Interface

does not and will not infringe, misappropriate or otherwise violate the intellectual property of any third party. No information or statement that Kadena LLC (“**Kadena**”), Kadena’s affiliates (together with Kadena, the “**Kadena Group**”), any Technical Partner, or any of its or their respective affiliates, members, managers, shareholders, service providers, employees, officers, directors, agents or representatives (collectively, “**Covered Persons**” and each individually a “**Covered Person**”) make should be treated as creating any warranty concerning the Interface. For further information on some (but not all) of the risks of using the Interface or the Protocol, see Section 4 below.

The Technical Partner reserves the right to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing the disclosure of information or content or information that you provide.

2. USER REPRESENTATIONS.

Each time you access the Interface, you represent and warrant as follows:

- you are at least the age of majority in your jurisdiction (e.g., 18 years old in the United States);
- you have the full right, power, and authority to enter into and comply with the terms and conditions of these Terms on behalf of yourself and any company or legal entity for which you may access or use the Interface. If you are entering into these Terms on behalf of an entity, you represent that you have the legal authority to bind such entity;
- you are not, and do not intend to nor will you transact with any person who is, (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) (collectively, a “**Sanctioned Person**”) or (b) a resident, citizen or agent of, or organized in, and do not have a registered office in, a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States (collectively, “**Restricted Territories**”);
- your access and use of the Interface, including the trading of certain digital assets, will fully comply with all applicable laws and regulations, and that you will not access or use the Interface to conduct, promote, or otherwise facilitate any illegal activity or activity that would breach or be in violation of Section 3 or any other provision of these Terms; and
- you will only transfer legally-obtained digital assets and any digital assets you use in connection with the Interface are either owned by you or you are validly authorized to carry out actions using such digital assets.

You understand and acknowledge that the Protocol is not a part of the Interface and no Covered Person (including any Technical Partner) controls the Protocol.

3. USER RESPONSIBILITIES.

(a) Prohibited Activity. You agree not to, directly or indirectly, engage in, or attempt to engage in, any of the following activities in relation to your access and use of the Interface or the Protocol:

- (i) Activity that (x) seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including the deployment of viruses and denial of service attacks, or (y) uses any robot, spider, crawler, scraper or other automated means or interface not provided by a Technical Partner or an authorized third party to access the Interface to introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Interface;

- (ii) Activity that does or could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Interface, or could damage, disable, overburden, or impair the functioning of the Interface in any manner;
 - (iii) Activity that seeks to, or does, defraud any person or entity;
 - (iv) Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (x) any applicable law or regulation (A) concerning the trading of securities or derivatives, including, the unregistered offering of securities or (B) concerning the integrity of trading markets, or (y) restrictions and regulatory requirements imposed by U.S. law, including any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as the Bank Secrecy Act and the U.S. Department of Treasury's Office of Foreign Asset Controls;
 - (v) Activity from a jurisdiction (including an IP address in a jurisdiction) that is prohibited, including any Restricted Territory, or any activity with a Sanctioned Person;
 - (vi) Buy, sell, or transfer of stolen items, fraudulently obtained items, items taken without authorization, or any other illegally obtained items; or
 - (vii) Use or access the Interface to transmit or exchange digital assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism or tax evasion.
- (b) Compliance and Tax Obligations. You agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you, including any tax consequences or obligations (e.g., income or capital gains tax, value-added tax, goods and services tax, etc.). It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report or remit the correct tax to the appropriate tax authority. No Covered Person will withhold or make payments for or related to any tax obligations that you may owe as a result of your use of the Interface or the Protocol.
- (c) Transaction Fees. Use of the Interface or the Protocol to trade or exchange digital assets may incur fees on both the sending and receiving blockchains. These fees are subject to change and are your responsibility to pay.
- (d) Wallets; Private Keys. No Covered Person accepts any responsibility for or liability to you in connection with your use of a wallet nor makes any representations or warranties regarding how the Interface or the Protocol will operate with any specific wallet. You are responsible for knowing your private key address(es) and keeping such address(es) a secret - the loss of one or more of a user's private keys associated with her, his or its digital asset wallet storing the user's digital assets will result in the loss of the user's digital assets. Moreover, any third party that gains access to one or more of a user's private keys, including by gaining access to login credentials of a hosted wallet service a user uses, may be able to misappropriate a user's digital assets.
- (e) Transactions Irreversible. Transactions performed via the Interface or the Protocol are generally irreversible. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer or a theft of digital assets will not be reversible. The User is solely responsible for providing the Interface with accurate information with respect to the destination wallet intended for the receipt of the user's digital assets. Unless otherwise stated by the applicable law in effect, no Covered Person performs any verification, validation, or accuracy checks on the information provided by the User, including wallet addresses, or any responsibility or liability for errors or losses resulting from incorrect or incomplete input shall be yours alone.
- (f) Trading; Not Financial or Investment Advice. You agree that: (i) all transactions you submit through the Interface or the Protocol are solely initiated by you and are unsolicited; (ii) no one (including any Covered

Person) conducts a suitability review of any transactions you submit; and (iii) you have not received any investment advice from any Covered Person in connection with any such transactions. All information provided on the Interface or the Protocol is for informational purposes only and should not be construed as investment advice or a recommendation that a particular token is a safe or sound purchase. You alone are responsible for determining whether particular transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. No Covered Person has any 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 is not responsible for ensuring that any person or entity with whom you transact completes the transaction or is authorized to do so. To the fullest extent permitted by law, you agree that no Covered Person owes any fiduciary duties or liabilities to you or any other person or entity, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated.

4. USER ACKNOWLEDGEMENTS; RISKS.

By accessing or using the Interface or the Protocol, you acknowledge and confirm your acceptance of the following risks:

- (a) The Interface or the Protocol may now or in the future contain undetected errors, bugs, or vulnerabilities, may or may not be detected (until some later date or not at all), which errors, bugs or vulnerabilities may result in a negative experience for the Interface or the Protocol's Users and which may put some or all of your assets at risk.
- (b) Neither the Interface nor the Protocol has been audited by any third party auditor.
- (c) The markets for digital assets may be nascent and highly volatile due to risk factors including adoption, speculation, technology, security, regulation, that such assets may be subject to panics and runs, that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, as well as "stablecoins" which may not be as stable or fully or adequately capitalized as they purport to be, and you may mistakenly trade those or other tokens.
- (d) Given the risks associated with digital assets you may lose some or all of your tokens or other digital assets.
- (e) Any transactions you engage in on the Interface or the Protocol will be processed via automated smart contracts, which are automatically executed and settled, and once executed are irreversible.
- (f) The Interface, the Protocol and your digital assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit your ability to access or use the Interface or the Protocol or any of your digital assets.
- (g) If you act as a liquidity provider to the Protocol through the Interface, you understand that your digital assets may lose some or all of their value while they are supplied to the Interface due to the fluctuation of prices of tokens in a trading pair or liquidity pool.

The risks identified in this Section 4 and elsewhere in these Terms are in no way evidence of, nor do they represent, an on-going duty to alert you to all of the potential risks of accessing or using the Interface or the Protocol.

5. RELEASE OF CLAIMS.

You understand and expressly agree to assume full responsibility for any and all risks of accessing or using the Interface. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against each and every Covered Person related to any and all of the risks set forth in Section 4 or elsewhere in these Terms or any other risks related to your accessing and use of the Interface or the Protocol. You further expressly

waive and release each Covered Person from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Interface or the Protocol. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

6. NO WARRANTIES; LIMITATION OF LIABILITY.

THE USER'S USE OF THE INTERFACE AND THE PROTOCOL IS AT THE USER'S SOLE RISK. THE INTERFACE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, EACH MEMBER OF THE KADENA GROUP AND EACH TECHNICAL PARTNER EXPLICITLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE INTERFACE OR THE PROTOCOL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO COVERED PERSON MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE INTERFACE OR THE PROTOCOL.

SIMILARLY, THE PROTOCOL IS PROVIDED "AS IS", AT YOUR OWN RISK, AND WITHOUT WARRANTIES OF ANY KIND. ALTHOUGH CERTAIN COVERED PARTIES MAY HAVE CONTRIBUTED TO THE INITIAL CODE FOR THE PROTOCOL, NO COVERED PERSON PROVIDES, OWNS, OR CONTROLS THE PROTOCOL, WHICH IS RUN AUTONOMOUSLY BY SMART CONTRACTS DEPLOYED ON VARIOUS BLOCKCHAINS. THE PROTOCOL IS OPEN-SOURCE, AND CONTRIBUTIONS, INTEGRATIONS, OR MODIFICATIONS MADE BY TECHNICAL PARTNER, ANY COVERED PERSON OR ANY THIRD PARTY DO NOT ALTER ITS DECENTRALIZED OR OPEN-SOURCE NATURE, NOR DO THEY CONFER ANY SPECIAL RIGHTS, CONTROL, OR AUTHORITY OVER THE PROTOCOL TO ANY PARTY. NO PERSON OR ENTITY INVOLVED IN CREATING THE PROTOCOL WILL BE LIABLE FOR ANY CLAIMS OR DAMAGES WHATSOEVER ASSOCIATED WITH YOUR USE, INABILITY TO USE, OR YOUR INTERACTION WITH OTHER USERS OF, THE PROTOCOL, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, CRYPTOCURRENCIES, TOKENS, OR ANYTHING ELSE OF VALUE. NO COVERED PERSON ENDORSES, GUARANTEES, OR ASSUMES RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING EITHER THE INTERFACE OR THE PROTOCOL.

YOU ACKNOWLEDGE THAT NO COVERED PERSON, EITHER INDIVIDUALLY OR COLLECTIVELY, (I) IS RESPONSIBLE FOR ANY OF THE VARIABLES OR RISKS, (II) , OWNS, CONTROLS OR OPERATES THE PROTOCOL, AND (III) CAN BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU EXPERIENCE WHILE ACCESSING OR USING THE INTERFACE OR THE PROTOCOL. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE PROTOCOL, WHETHER VIA THE INTERFACE OR OTHERWISE.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ANY COVERED PERSON BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USER'S USE, OR INABILITY TO USE, THE INTERFACE OR THE PROTOCOL, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING,

EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY OR PURSUED UNDER LEGAL THEORIES OF TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF SUCH COVERED PERSON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER OF LIABILITY EXTENDS TO ANY AND ALL DAMAGES CAUSED BY ANY THIRD PARTY (INCLUDING THOSE CAUSED BY FRAUD, DECEIPT, OR MANIPULATION), WHETHER OR NOT A USER, OR ANY FAILURE, EXPLOIT, OR VULNERABILITY OF THE INTERFACE, THE USER'S WEB3 UTILITIES, OR THE UNDERLYING BLOCKCHAINS OR RELATED BLOCKCHAIN FUNCTIONALITIES. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COVERED PERSONS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$1000 U.S. DOLLARS IN THE AGGREGATE.

7. INDEMNIFICATION.

You agree to hold harmless, release, defend, and indemnify each and every Covered Person (including any Technical Partner(s)) from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Interface and, indirectly, the Protocol; (b) your violation of any term or condition of these Terms, the right of any third party, or any other applicable law, rule, or regulation; (c) any other party's access and use of the Interface with your assistance or using any device or account that you own or control; and (d) any dispute between you and (i) any other user of the Interface or (ii) any Covered Person. If you are obligated to indemnify a Covered Person, such Covered Person will have the right to control any action or proceeding and you agree to cooperate with such Covered Person in the defense.

8. MISCELLANEOUS.

- (a) Governing Law. These Terms will be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law. Any demand, charge, complaint, action, suit, proceeding or claim of any kind (whether civil, criminal, administrative, or other, at law or in equity) asserted, commenced, filed, brought or heard by, against, to, of or before or otherwise involving, any governmental authority or any other person (each and collectively a “**Proceeding**”) brought under or in connection with these Terms, the Interface or the Protocol shall be brought in only in the state and federal courts of and located in the State of New York, and such courts shall have exclusive jurisdiction with respect to any claim or dispute arising hereunder and thereunder. You and Technical Partner each hereby (a) consent and submit to the jurisdiction of such courts for the purpose of any such Proceeding instituted against such party; (b) agree that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law; and (c) waive to the fullest extent permitted by law any objection that it may now or hereafter have to the venue of any Proceeding in any such court or that any Proceeding was brought in an inconvenient forum.
- (b) Dispute Resolution. Any potential dispute will attempt to be solved through informal, good faith negotiations. If a potential dispute arises, you must send an email to support@kinesisbridge.xyz so that the applicable Covered Person(s) and you can attempt to resolve it without resorting to formal dispute resolution. **Any claim arising out of or related to these Terms, the Interface or the Protocol must be filed within one (1) year after such claim arose; otherwise, the claim is permanently barred, which means that you will not have the right to assert the claim. You agree that any claim or other dispute arising out of or relating to these Terms of Service is personal to you and you must bring any Proceeding under these Terms or related to the Interface or the Protocol in your individual capacity and not as a plaintiff in or member of any purported class action, collective action, private attorney general action, or other**

representative proceeding. Except as specified above, each party hereby agrees to waive the right to demand a trial by jury.

- (c) Entire Agreement; Waiver. These Terms constitute the entire agreement with respect to the subject matter hereof. These Terms supersede any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the Terms, the Interface or the Protocol. No waiver will be effective or binding unless executed in writing by the party making the waiver. Any waiver by Technical Partner of any provision of these Terms shall not be construed as a waiver of any other provision, nor shall such waiver be deemed to be a continuing waiver unless otherwise expressly stated in writing. The failure or delay of Technical Partner in exercising any right, power, or privilege under these Terms will not operate as a waiver thereof.
- (d) Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without Technical Partner's prior written consent. Any attempt by you to assign or transfer these Terms without Technical Partner's prior written consent shall be null and void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- (e) Notice. Technical Partner may provide any notice to you under these Terms using commercially reasonable means, including using public communication channels. Notices that any Technical Partner provide by using public communication channels will be effective upon posting.
- (f) Rights and Remedies. Any right or remedy of any Technical Partner 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 laws, at law, or in equity.
- (g) Severability. If any provision of these Terms, or application thereof, will for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be revised so as to achieve the intent and purpose of the provision as originally drafted. All other provisions of these Terms will remain in full force and effect.
- (h) Relationship; Third Parties. In no event and under no circumstances shall any employer-employee, principal-agent, partners or joint venturer relationship exist or be deemed or construed to exist as between any User and any Covered Person. Technical Partner does not act as the operator, controller, or provider of any kind of assets services. No member of the Kadena Group created, nor does any member control or operate, any version of the Interface or the Protocol. No Covered Person nor any of their respective shareholders, members, managers, service providers, employees, agents, officers, directors, or representatives endorses, guarantees, or assumes responsibility for any advertisements, offers, or statements concerning the Interface or the Protocol made by any other third party. Except as otherwise provided herein, these Terms are entered into solely between, and may be enforced only by, each specific user and Technical Partner, and these Terms will not be deemed to create any rights in third-parties, or to create any obligations of a Party to any such third-parties; provided, however, that Kadena and each member of the Kadena Group shall be entitled to rely upon any provision which benefits any or all of such parties as if each were a party hereto.
- (i) Interpretation. The headings contained in these Terms are included for purposes of convenience only, and do not affect the meaning or interpretation of these Terms. Unless otherwise expressly specified in these Terms or the context otherwise clearly requires: (i) the words "hereof", "hereby", "herein" and "hereunder," and correlative words, refer to these Terms as a whole and not any particular provision; (ii) the words "include", "includes" and "including", and correlative words, are deemed to be followed by the phrase "without limitation"; (iii) the word "or" is not exclusive and is deemed to have the meaning "and/or"; (iv) the masculine, feminine or neuter form of a word includes the other forms of such word and the singular form of a word includes the plural form of such word; (v) use of the phrase "the Interface" shall be construed as

including a reference to any portion, part or element of the Interface; (vi) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted; (vii) all references herein to Sections will be deemed references to Sections of these Terms; and (viii) references to a party shall include their permitted successors and assigns thereof.