

PHAROS NETWORK TECHNOLOGY LIMITED
TESTNET TERMS OF USE
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Please read these Terms of Use (“**Terms**”) carefully. The website available at <https://pharosnetwork.xyz/> and any related websites or subdomains that link to these Terms (“**Website**”) and are operated by Pharos Network Technology Limited (“**Pharos**,” “**us**,” “**our**,” and “**we**”) are copyrighted works belonging to Pharos. Certain features of the Website and any services offered on or through the Website (“**Services**” and all such Services, together with the Website, “**Site**”) may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, CONNECTING A DIGITAL WALLET (AS DEFINED BELOW) TO THE SITE, AND/OR BY BROWSING THE SITE YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST EIGHTEEN (18) YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

PLEASE BE AWARE THAT SECTION 8.2 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND PHAROS. AMONG OTHER THINGS, SECTION 8.2 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 8.2 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 8.2 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN THIRTY (30) DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

IF YOU ARE A DECENTRALIZED AUTONOMOUS ORGANIZATION OR SIMILAR BODY, ORGANIZATION OR ENTITY, WHETHER REGISTERED OR UNREGISTERED IN ANY JURISDICTION (“DAO”), REFERENCES TO “YOU” IN THIS AGREEMENT SHALL INCLUDE ALL MEMBERS OF THE DAO, AS MEMBERSHIP IS DEFINED BY ITS GOVERNING CHARTER OR OTHER DOCUMENTS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY ACCEPTING THESE TERMS, YOU BIND THE DAO (INCLUDING ITS MEMBERS) TO THIS AGREEMENT, AND THE DAO AND ALL SUCH MEMBERS OF THE DAO SHALL BE JOINTLY AND SEVERALLY LIABLE FOR YOUR OBLIGATIONS HEREUNDER.

1. ACCESS TO THE SITE

1.1 License and Eligibility. Subject to these Terms (including your eligibility to use the Site), Pharos grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.

(a) Pharos reserves the right, in its sole discretion, to determine the eligibility of users for the Site. We may require you to provide a Referral Link (as defined below) in order to access and use the Services. We may also

require you to provide information and/or documentation to verify or confirm your eligibility, including on a periodic or ongoing basis.

(b) By using the Site, you represent and warrant that you are not: (i) located in, incorporated or otherwise established in, or resident of, any country or territory that is the subject of sanctions or embargoes imposed by the office of Foreign Assets Control (“**OFAC**”) of the U.S. Treasury Department; (ii) an individual or entity, or acting on behalf of an individual or entity, that is listed on any sanctions list or embargoes, including but not limited to the Specially Designated nationals and Blocked Persons List (SDN) maintained by OFAC; (iii) located outside of the United Kingdom; or (iv) otherwise blocked or denied under any OFAC sanctions program.

(c) By accessing, browsing or using the Site, you represent and warrant to us that (i) you have read, understand, and agree to be bound by these Terms; (ii) you are an individual, at least eighteen (18) years old and have capacity to enter into these Terms and agree to be legally bound by them; (iii) if you use the Site on behalf of a corporation, legal entity or other organization, that you have full power and authority to do so, and that the corporation, legal entity or other organization is validly existing under the applicable laws and agrees to be bound by these Terms; (iv) your access and use of the Site will fully comply with all applicable laws and regulations; (v) you will at all times when asked provide accurate information regarding your nationality and country of residence; and (vi) you will not use a virtual private network (“**VPN**”) or similar tool to circumvent any geo-blocking and/or other restrictions that we may have implemented in connection with the Site or any services.

1.2 Pharos Developer Tools. Your use of any software, associated documentation, and other related materials that are linked to and made available via the Site (“**Developer Tools**”) is governed by the terms of the license agreement that accompanies or is included with the Developer Tools, or by the license agreement expressly stated on the Website page(s) accompanying the Developer Tools. These license terms may be posted with the Developer Tools download or on the Website page where the Developer Tools can be accessed. Unless you agree to the terms of such license agreement, you shall not use, download, install, access, or otherwise use in any way, any Developer Tools that include or are accompanied by a license agreement. At no time will Pharos provide you with any tangible copy of the Developer Tools. Pharos delivers access to the Developer Tools via electronic transfer or download and does not use or deliver any tangible media in connection with the (a) delivery, installation, update, or problem resolution of any Developer Tool (including any new releases); or (b) delivery, correction, or update of documentation. For the purposes of this section, tangible media shall include, but is not limited to, any compact disk, card, flash drive, or any other comparable physical medium. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Developer Tools is prohibited, including any copying or redistribution of the Developer Tools to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between these Terms and the license agreement, the license agreement takes precedence in relation to that Developer Tool (except as provided in the following sentence). If the Developer Tool is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Developer Tools for any commercial or production purposes, and you use such pre-release version of the applicable Developer Tool at your own risk. If you and Pharos have not entered into a separate license agreement with respect to your use of the Developer Tools or if no license agreement accompanies use of the Developer Tools, use of the Developer Tools will be governed by these Terms, and, subject to your compliance with these Terms, Pharos grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Developer Tools in a manner permitted by these Terms for so long as these Terms are in effect. Any breach by you of any of these Terms shall immediately terminate your license to the Developer Tools. You acknowledge and agree that, unless otherwise set forth in a written license agreement, Pharos has no obligation to continue to make any Developer Tools available, and that Pharos in its sole discretion may terminate your license to the Developer Tools at any point. Some Developer Tools may be offered under an open-source license that we will make available to you on the Site or upon your written request. There may be provisions in the open-source license that expressly override these Terms.

1.3 Testnet and Beta Services. The Services include certain trial or beta products, features, or services, including the testnet version of Pharos’s high-performance network infrastructure for Web3 projects (such testnet, “**Testnet**”, and collectively, “**Beta Services**”). Subject to your ongoing compliance with these Terms, Pharos may permit you to access such Beta Services offered by Pharos from time to time, including without limitation the Testnet and any other testnets or demo apps made available by Pharos. In order to access such Beta Services, you may be required to provide Pharos with (a) Referral Link and (b) certain information related to your use of the Beta

Services. The decision to permit any user to use any Beta Services is made in Pharos's sole discretion. You acknowledge that any Beta Services to which you are given access to are in a beta stage of development, and you use any Beta Services at your own risk. If you are given access to Beta Services, you agree to provide Feedback (as defined below) to Pharos concerning the functionality and performance of the Beta Services from time to time as reasonably requested by Pharos, including, without limitation, identifying potential errors and improvements. You further agree that the Beta Services are the confidential information of Pharos, and you agree that at all times and notwithstanding any termination or expiration of these Terms you will hold in strict confidence and not disclose to any third party the existence or any details of the Beta Services.

1.4 Digital Wallets. In order to access and use certain Services, you may need to connect to the Site a compatible third-party digital wallet (each, a "**Digital Wallet**") and send crypto currency assets to or from such Digital Wallet. When you connect a Digital Wallet, you represent and warrant that you own or have the authority to connect such Digital Wallet. Pharos reserves the right to collect and record information about your use of the Services and any transactions that take place through the Services. Please note that if a Digital Wallet or associated service becomes unavailable then you should not attempt to use such Digital Wallet in connection with the Services, and we disclaim all liability in connection with the foregoing, including without limitation any inability to access any digital assets you have sent to such Digital Wallet. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDER(S) ASSOCIATED WITH YOUR DIGITAL WALLET IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDER(S), AND PHAROS DISCLAIMS ANY LIABILITY FOR INFORMATION THAT MAY BE PROVIDED TO IT BY OR THROUGH SUCH THIRD-PARTY SERVICE PROVIDER(S) IN VIOLATION OF THE SETTINGS THAT YOU HAVE SET IN SUCH DIGITAL WALLETS.

1.5 Certain Restrictions. 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 Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, reproduce, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site 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 Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

1.6 Points Program. Subject to your ongoing compliance with this Agreement and any Points Program Terms (defined below) made available by Pharos from time to time, Pharos may enable you to participate in a limited program that rewards you for interacting with the Site ("**Points Program**") by allocating to such users digital assets that have no cash or monetary value and are made available by Pharos ("**Points**", as further described below). Your participation in the Points Program constitutes your acceptance of the then-current terms and conditions applicable to the Points Program at the time of such participation ("**Points Program Terms**"), as may be modified or updated by Pharos in its sole discretion. Additional terms applicable to the Points Program, which shall constitute part of the Points Program Terms, may be set forth on the Services from time to time.

(a) Eligibility. To be eligible to participate in the Points Program you must accept this Agreement, connect a Digital Wallet to the Site, accept the Points Program Terms, and comply with any other eligibility requirements as may be determined by Pharos in its sole discretion from time to time, including certain geographic restrictions which may be applicable thereto.

(b) Points. Points will be allocated in accordance with the then-current Points Program Terms and as otherwise set forth on the Site. Pharos does not guarantee that you will receive or be eligible to receive any minimum amount of Points by participating in the Points Program. Points have no monetary value and cannot be redeemed for cash or cash equivalent, including any cryptocurrency. Accumulating Points does not entitle you to any vested rights, and Pharos does not guarantee in any way the continued availability of Points. POINTS HAVE NO CASH VALUE. POINTS ARE MADE AVAILABLE "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

(c) **Taxes.** In the event that any applicable authority determines that your receipt of Points is a taxable event, you agree that you, and not Pharos, are solely liable for payment of such taxes, and you agree to indemnify Pharos in connection with same.

(d) **Disclaimers.** Points are made available solely as an optional enhancement to incentivize use of the Site. Points do not constitute compensation or any other form of consideration for services. You agree that Points may be cancelled or revoked by Pharos at any time, including if you breach this Agreement; misuse or abuse the Points Program; or commit or participate in any fraudulent activity related to the Points Program. PHAROS RESERVES THE RIGHT TO MODIFY OR TERMINATE THE POINTS PROGRAM AT ANY TIME, FOR ANY OR FOR NO REASON, WITH OR WITHOUT NOTICE TO YOU. In the event of any termination, all Points will expire immediately as of the effective date of termination.

1.7 Referral Program. Pharos may offer referral rewards programs (“**Referral Programs**”). Referral Programs may from time to time offer certain participating users (“**Referring Users**”) the opportunity to receive certain Incentives (defined below) in exchange for referring to the Site individuals known to the Referring User (“**Referred Users**”) (e.g., via unique link or code (“**Referral Link**”)), if such Referred Users engage in certain activities with respect to the Site or Service provided for in the Referral Program (e.g., connecting a Digital Wallet to the Site, claiming tokens, etc.). This Section, in addition to the foregoing terms in this Agreement and any additional referral terms posted by Pharos from time to time (“**Additional Referral Terms**”), shall govern the Referral Program. The Referral Program is void where prohibited and you are solely responsible for ensuring that your participation in any Referral Program complies with all applicable laws, rules, and regulations.

(a) **Incentives.** Unless otherwise stated in Additional Referral Terms, any benefit that a Referring User may receive as a result of participating in the Referral Program (“**Incentives**”) shall be distributed to Referring User’s Digital Wallet. Each Referring User is solely responsible for any taxes payable on Incentives received by such Referring User, and Referring User agrees to indemnify Pharos against any claims arising from or related to any tax liabilities (whether or not paid).

(b) **Sharing Referral Links.**

(i) Referrals are personal, should only be sent to individuals that Referring Users personally know, and must be used only for personal and non-commercial purposes. The sharing of Referral Links outside of a Referring User’s network of personal connections is strictly prohibited. Referral Links may not be published or distributed, including on blogs or public websites or services (such as coupon websites, X, or Reddit). You are prohibited from “spamming” anyone with referral invitations, including via mass emailing, texting or messaging or using automated systems or bots through any channel to distribute a Referral Link. You are prohibited from paying to advertise any Referral Link or paying or providing anything of value to any person to whom you direct a Referral Link or any other third party to obtain an Incentive.

(ii) When sharing a Referral Link, you must always indicate to the Referred User that you will be receiving an Incentive (and the nature of such Incentive) and obtain the express consent of such Referred User prior to sharing any Referral Link with such individual. You must at all times comply with all applicable laws, rules and regulations. You agree that all statements about Pharos and its products and services made by you will: (a) be truthful and accurate based on publicly available information and (b) be accompanied by a clear, conspicuous statement that any statements made reflect only your opinion and not those of Pharos. You agree to indemnify and hold harmless the Pharos Parties (as defined below) from any and all damages, costs, claims, expenses and other liability (including reasonable attorneys’ fees) arising from or relating to the breach or alleged breach by you of this Section 1.7.

(iii) By permitting you to participate in the Referral Program, we are not authorizing you to make any statements on behalf of Pharos, our products and services, or the Referral Program, and all such statements are expressly disapproved by us.

(c) **Reservation of Rights.** Pharos may modify, suspend or terminate the Referral Program, including your or any other individual’s ability to participate in it at any time for any reason, with or without notice. By way of illustration, and not by way of limitation, we reserve the right to review and investigate all referral activities, and to suspend access to the Services or revoke or void earned Incentives in our sole discretion in the event of any activity

that we believe may be abusive, fraudulent, in violation this Agreement or any Additional Referral Terms, or otherwise. We also reserve the right to deactivate Referral Links or change the Incentives associated with the use of any Referral Link or Referral Program offer at any time for any reason, with or without notice. Without limiting the foregoing, we reserve the right, in our sole discretion, to revoke or void retroactively any Incentive that we deem, in our sole discretion, to have been procured in violation of this Agreement, including, without limitation, (i) not in accordance with the eligibility requirements and (ii) via distribution through unauthorized channels or in violation of any applicable law, rule or regulation.

(d) Multiple Referrals. A Referred User may only use one Referral Link. If a Referred User receives Referral Links from multiple individuals, only the Referring User associated with the Referral Link actually used by the Referred User will receive Incentives for the referral.

1.8 Modification. Pharos reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Pharos will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

1.9 No Support or Maintenance. You acknowledge and agree that Pharos will have no obligation to provide you with any support or maintenance in connection with the Site.

1.10 Ownership. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Pharos or Pharos's suppliers. Neither these Terms (nor your access to the Site) 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 Section 1.1. Pharos and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

1.11 Feedback. If you provide Pharos with any feedback or suggestions regarding the Site ("**Feedback**"), you hereby grant Pharos a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable, nonexclusive right and license to use and fully exploit such Feedback and related information in any manner it deems appropriate. Pharos will treat any Feedback you provide to Pharos as non-confidential and non-proprietary. You agree that you will not submit to Pharos any information or ideas that you consider to be confidential or proprietary.

2. USER CONTENT

2.1 User Content. "**User Content**" means any and all information and content that a user submits to, or uses with, the Site (e.g., content in the user's postings, NFTs, etc.). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 2.3). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Pharos. Since you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Pharos is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

2.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to Pharos an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

2.3 Acceptable Use Policy. The following terms constitute our "**Acceptable Use Policy**":

(a) You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right,

right of publicity, or any other intellectual property or proprietary right, (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable, (iii) that is harmful to minors in any way, or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vii) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

2.4 Enforcement. We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your access to the Site in accordance with Section 7, and/or reporting you to law enforcement authorities.

2.5 Procedure for Making Claims of Copyright Infringement. It is Pharos's policy to terminate privileges of any user who repeatedly infringes copyright, trademark, or other intellectual property rights upon prompt notification to Pharos by the respective intellectual property owner or their legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Site in a way that constitutes intellectual property rights infringement, please provide our designated intellectual property agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright, trademark, or other intellectual property right; (b) a description of the copyrighted work, trademark, or other intellectual property right that you claim has been infringed; (c) a description of the location on the Site of the material that you claim is infringing; (d) your address, telephone number, and email address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright, trademark, or other intellectual property right owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright, trademark, or other intellectual property right owner or authorized to act on the copyright, trademark, or other intellectual property right owner's behalf.

3. INDEMNIFICATION. You agree to indemnify and hold harmless Pharos (and its officers, employees, and agents), including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, including any content contained on or made available through the Site, (b) your violation of these Terms, or (c) your violation of applicable laws or regulations. Pharos reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Pharos. Pharos will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

4. THIRD-PARTY SERVICES; OTHER USERS

4.1 Third-Party Services. The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Services**"). Such Third-Party Services are not under the control of Pharos, and Pharos is not responsible for any Third-Party Services. Pharos provides access to these Third-

Party Services only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services. You use all Third-Party Services at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on or interact with any of the Third-Party Services, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Services.

4.2 Other Users. Your interactions with other Site users are solely between you and such users. You agree that Pharos will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

4.3 Release. You hereby release and forever discharge Pharos (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Services). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

5. DISCLAIMERS

5.1 THE SITE, DEVELOPER TOOLS, BETA SERVICES, AND ANY AND ALL DIGITAL ASSETS CREATED, MINTED, CLAIMED, OR OTHERWISE ACQUIRED ON OR THROUGH THE SITE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND PHAROS (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 SITE, DEVELOPER TOOLS, OR BETA 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 SITE OR ANY DEVELOPER TOOLS, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

(a) 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. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE 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. PHAROS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY SERVICES OR YOUR USE OF THE SAME.

(b) ADVICE AND INFORMATION OBTAINED BY YOU FROM PHAROS THROUGH THE SITE, WHETHER IN BLOGS, WHITE PAPERS, MARKETING MATERIALS, SOCIAL MEDIA POSTS, AND/OR OTHER MATERIALS, ARE FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(c) THE SITE MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. PHAROS MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SITE,

INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SITE.

5.2 PHAROS IS NOT AN INVESTMENT OR FINANCIAL ADVISOR. NEITHER PHAROS NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS OR DAMAGES, OR OTHER LOSSES RESULTING FROM YOUR USE OF THE SITE. NEITHER PHAROS NOR ITS SUPPLIERS OR LICENSORS SHALL BE CONSIDERED AN “EXPERT” UNDER THE APPLICABLE SECURITIES LEGISLATION IN YOUR JURISDICTION. NEITHER PHAROS NOR ITS SUPPLIERS OR LICENSORS WARRANT THAT THIS SITE COMPLIES WITH THE REQUIREMENTS OF ANY APPLICABLE REGULATORY AUTHORITY, SECURITIES AND EXCHANGE COMMISSION, OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.

5.3 ALL DIGITAL ASSETS CREATED, MINTED, CLAIMED, OR OTHERWISE ACQUIRED ON OR THROUGH THE SERVICES MAY NOT BE TRANSFERABLE TO ANY THIRD-PARTY SERVICE, OR TO PHAROS’S MAINNET. PHAROS EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO SUCH DIGITAL ASSETS, AND PHAROS IS NOT LIABLE FOR ANY DAMAGES THAT ARISE RELATED TO YOUR INABILITY TO ACCESS ANY SUCH DIGITAL ASSETS OR TRANSFER SUCH DIGITAL ASSETS TO PHAROS’S MAINNET OR ANOTHER THIRD-PARTY SERVICE.

5.4 User Content. PHAROS ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER CONTENT, COMMUNICATIONS BETWEEN USERS, OR PERSONALIZATION SETTINGS.

5.5 As part of the Site, you may have access to materials that are hosted or made available by another party, including Third-Party Services. You agree that it is impossible for Pharos to monitor such materials and that you access these materials at your own risk.

5.6 All claims, content, blog posts, white papers, marketing materials, designs, algorithms, estimates, roadmaps, specifications, and performance measurements described on the Site are provided in good faith by Pharos and/or its affiliates, but are made without representation or warranty of any kind. It is up to you to evaluate accuracy and truthfulness. Furthermore, nothing on the Site constitutes a solicitation for investment. Any content produced by Pharos has not been subject to audit. Pharos does not encourage, induce, or sanction the deployment, integration, or use of the Site in violation of applicable laws or regulations and hereby prohibits any such deployment, integration or use. This includes use of the Site by you (a) in violation of export control or sanctions laws of the United States or any other applicable jurisdiction, (b) if you are located in or ordinarily resident in a country or territory subject to comprehensive sanctions administered by OFAC, or (c) if you are or are working on behalf of a Specially Designated National (“SDN”) or a person subject to similar blocking or denied party prohibitions. You should be aware that U.S. export control and sanctions laws prohibit U.S. person (and other persons that are subject to such laws) from transacting with persons in certain countries and territories or that are on the SDN list.

5.7 From time to time, Pharos may offer Beta Services, “testnets,” “devnets,” or other tools with which its users may experiment. Such features, tools, or services are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Pharos’s sole discretion. The provisions of this section apply with full force to such features or tools.

6. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PHAROS (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF PHAROS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE HUNDRED US DOLLARS (\$100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

7. TERM AND TERMINATION. Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Site will terminate immediately. Pharos will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 1.5 through 1.11 and Sections 2 through 8.

8. GENERAL

8.1 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Site. Continued use of our Site 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.

8.2 Dispute Resolution. Please read the following arbitration agreement in this Section (the “**Arbitration Agreement**”) carefully. It requires you to arbitrate Disputes with Pharos, its parent companies, subsidiaries, affiliates, successors, and assigns, and all of their respective officers, directors, employees, agents, and representatives (collectively, the “**Pharos Parties**”) and limits the manner in which you can seek relief from the Pharos Parties.

(a) Applicability of Arbitration Agreement. You agree that any dispute between you and any of the Pharos Parties relating in any way to the Site, the Services or these Terms (a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that (1) you and the Pharos Parties may assert individualized claims in small claims court if the claims qualify, remain in such court, and advance solely on an individual, non-class basis; and (2) you or the Pharos Parties may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall survive the expiration or termination of these Terms and shall apply, without limitation, to all claims that arose or were asserted before you agreed to these Terms (in accordance with the preamble) or any prior version of these Terms.** This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against the Pharos Parties on your behalf. For purposes of this Arbitration Agreement, “**Dispute**” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of these Terms as well as claims that may arise after the termination of these Terms.

(b) Informal Dispute Resolution. There might be instances when a Dispute arises between you and Pharos. If that occurs, Pharos is committed to working with you to reach a reasonable resolution. You and Pharos agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost, and mutually beneficial outcome. You and Pharos therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Pharos that you intend to initiate an Informal Dispute Resolution Conference should be sent by mail or email to the mailing address or email address set forth below. The Notice must include: (1) your name, telephone number, mailing address, and e-mail address; (2) the name, telephone number, mailing address, and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

(c) Arbitration Rules and Forum. These Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the process described in subsection 8.2(b) does not resolve satisfactorily within 60 days after receipt of your Notice, you and Pharos agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). The Request must include: (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual basis of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the process described in subsection 8.2(b); and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Pharos otherwise agree, or the Batch Arbitration process discussed in subsection 8.2(h) is triggered, the arbitration will be conducted in the county where you reside. Subject to JAMS’s rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS rules.

You and Pharos agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors,

and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

(d) Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve all disputes subject to arbitration hereunder including, without limitation, any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to subsection 8.2(f), including any claim that all or part of subsection 8.2(f) is unenforceable, illegal, void, or voidable, or that subsection 8.2(f) has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in subsection 8.2(h), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in subsection 8.2(h). The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual party under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

(e) Waiver of Jury Trial. EXCEPT AS SPECIFIED IN SUBSECTION 8.2(A) YOU AND THE PHAROS PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Pharos Parties are instead electing that all covered claims and disputes shall be resolved exclusively by arbitration under this Arbitration Agreement, except as specified in subsection 8.2(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(f) Waiver of Class or Other Non-Individualized Relief. YOU AND PHAROS AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 8.2(h) EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under subsection 8.2(h). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection 8.2(f) are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Pharos agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Delaware. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Pharos from participating in a class-wide settlement of claims.

(g) Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Pharos need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any

condition precedent to arbitration, including the process described in subsection 8.2(b), is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

(h) Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Pharos agree that in the event that there are 100 or more individual Requests of a substantially similar nature filed against Pharos by or with the assistance of the same law firm, group of law firms, or organizations, within a 30 day period (or as soon as possible thereafter), the JAMS shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the JAMS, and the JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Pharos.

You and Pharos agree to cooperate in good faith with the JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective, and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

(i) 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of your decision to opt out to the mailing address or email address set forth below within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address and a clear statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have with us or may enter into in the future with us.

(j) Invalidity, Expiration. Except as provided in subsection 8.2(f), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Pharos as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

(k) Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Pharos makes any future material change to this Arbitration Agreement, you may reject that change within 30 days of such change becoming effective by writing Pharos at the mailing address or email address set forth below. Unless you reject the change within 30 days of such change becoming effective by writing to Pharos in accordance with the foregoing, your continued use of the Site and/or Services, including the acceptance of products and services offered on the Site following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing

agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the Site, any communications you receive, any products sold or distributed through the Site, the Services, or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Pharos will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

8.3 Export. The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Pharos, or any products utilizing such data, in violation of the United States export laws or regulations.

8.4 Disclosures. Pharos is located at the address in Section 8.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N-112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

8.5 Electronic Communications. The communications between you and Pharos use electronic means, whether you use the Site or send us emails, or whether Pharos posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Pharos in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Pharos provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

8.6 Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Pharos is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Pharos’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Pharos may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

8.7 Copyright/Trademark Information. Copyright © 2025 Pharos Network Technology Ltd. All rights reserved. All trademarks, logos, and service marks (“**Marks**”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

8.8 Contact Information.

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VG 1110, British Virgin Islands
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