

Terms of Service

Preamble

These Terms of Service are made by you, or the third party on whose behalf you are acting ("**you**" or "**your**") and Prophet ("**we**" "**us**" or "**our**") and shall govern the use of all our products and services ("**Product**" and "**Service**").

By accessing or using our Product or Service you expressly agree to be bound by the Terms and all terms and conditions incorporated herein by reference. If you are entering into or accepting these Terms on behalf of a Third Party, you represent, warrant and covenant that you have the right, authority and capacity to bind such Third Party and its affiliates.

By accessing our Products or Services, you hereby explicitly agree and undertake to adhere to all provisions hereof. As a matter of form, if you do not agree to any of all provisions hereof, you undertake not to begin or discontinue using our Products and/or Services.

1. Terms and Definitions

The following terms are used throughout the Terms of Service and shall have the following specific meanings:

"**Agreement**" means these Terms of Service and all attachments.

"**Brand asset**" means the name and logo of any of our Products or Services.

"**Client**" means person who uses, and/or aims to use our Products and/or Services.

"**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or, given the nature of the information and the circumstances of disclosure, should be understood to be confidential.

"**Content**" means any content submitted, generated, featured, displayed through the Platform (including but not limited to, any text, correspondence, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Platform). Content includes, without limited User Content that may be submitted by a User.

"**Cookie**" means an element of data that a website can send to the User's browser, which may then store it on the User's system.

"**Disclosing Party**" means the party to an agreement that provides confidential information to the Receiving Party and relies on the Receiving Party on its security.

"**Force Majeure**" means any extraordinary event or circumstance lying beyond the control of the parties.

"**Partner**" means any individual or legal entity that conducts joint activity with Us for the purpose of mutual benefit.

"**Product**" means any product development by the our team including, but not limited to, explorers, API's, indexes, etc.

"**Receiving Party**" means the party to an agreement that receives confidential information from the Disclosing Party and agrees not to disclose it otherwise as provided hereby.

"**Service**" means any service provided by our team including, but not limited to, staking services, research and analysis, development, consulting, etc.

"**Terms**" means the terms of service.

"**Third Party**" means any individual or legal entity other than the User.

"**User**" means any individual or legal entity that uses the Products or Services.

"**You**", "**your**" means a User.

2. Interpretations

- 2.1. Headings and captions in the Agreement are for convenience only and in no way define or describe the scope or content of any provision of the Agreement.
- 2.2. Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders.
- 2.3. The words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision, clause or section.
- 2.4. The words "including" and "include" mean "including, but not limited to."

3. Effective Date

These Terms shall be in full force and effect starting from the date it is posted online and shall remain active until its suspension or termination.

4. Eligibility

- 4.1. You can only use the Services and/or Products if permitted under the laws of your jurisdiction. Please ensure that these Terms are in compliance with all laws, rules, and regulations that apply to you. Representations and warranties are statements and promises made by you to us which we rely as being accurate in our dealings with you. By using our Products or Services, you represent and warrant that you meet all eligibility requirements and criteria outlined herein. We may still refuse to provide to certain individuals and legal entities access to our Products and/or Services. We reserve the right to change our eligibility criteria unilaterally at any time.

- 4.2. Agreeing with the Terms you hereby represent, warrant and covenant that you:
- are able to form legally binding contracts;
 - are of sound mind and have the capacity to enter into these Terms;
 - if you are accepting these Terms on behalf of a legal entity, you further represent and warrant that: (a) the legal entity you are representing is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (b) you are duly authorized by such legal entity to act on its behalf and can prove such authorization;
 - you will not violate any law, regulation, decree or legal restriction, tax regulation or obligation, or any order or judgment of any court or other agency of government when using the Service and/or Product. You explicitly confirm that you will fully comply with all applicable laws & regulations;
 - your use of our Products or Services does not violate any laws or regulations applicable in your jurisdiction of residence;
 - if applicable, you confirm that you have adopted policies and procedures designed to elicit and verify information from all Related Parties according to the applicable Anti-Money Laundering requirements. You also confirm that you fully comply with United Arab Emirates Anti-Money Laundering laws and regulations;
 - neither you, nor any direct or indirect beneficial owner of the Client bears a name that appears on US OFAC, United Nations, European Union or United Arab Emirates sanctions/embargo lists; (ii) is a Foreign Shell Bank; or (iii) resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction;
 - you explicitly acknowledge and confirm that your funds come from legitimate source only;
 - you explicitly acknowledge and confirm that an automatic fee shall be payable for the use of our Services and/or Products. The applicable rates, as amended from time to time, can be accessed via our website <https://prophet.one>.

5. Acceptable Use

- 5.1. When accessing or using Products and Services, you explicitly agree that you will not violate any law, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Products and/or Services.
- 5.2. You have the right to: (a) use our Products or Services for information purposes, whether associated with your private or company business interests; (b) use our Products or Services to extract, transform and utilize the data provided by our Products and Services; (c) access, transform and use any data we provide via our APIs; (d) partner with us as provided hereunder; (e) use third-party products or services represented in our Products and Services including without limitations wallets, launch pads, marketplaces, swaps, DEXes, auctions, games and other DeFis; (f) use all links represented in our Products; (g) export and use online data including without limitation any images, pdf, csv, svg and other files of any type.
- 5.3. You hereby undertake not to: (a) use our Products or Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully benefiting from our Products or Services, or that could damage, disable, overburden or impair the functioning of our Products or Services in any manner; (b) use our Products or Services to pay for, support or otherwise engage in any illegal activities, including but not limited to illegal gambling, blackmailing, fraud, money laundering, acts of terrorism and other known crimes; (c) use our Products or Services to induce national, racial, gender or any other kind of hostility or engage in a public scandal; (d) use our Products or Services to induce national, racial, gender or any

other kind of hostility or engage in a public scandal; (e) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Products or Services or to extract data; (f) use our branding assets in any other manner different from as specified in our guidelines; (g) use or attempt to use another user's account without authorization; (h) attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Products or Services that you are not authorized to access; (i) introduce to the Products or Services any virus, trojan worms, logic bombs, SQL injections or any other harmful material; (j) develop any third-party applications that interact with our Products or Services without our prior written consent; (k) provide false, inaccurate, or misleading information; and (l) encourage or induce any third party to engage in any of the activities prohibited hereunder.

6. Our Obligations

- 6.1. In providing Services and developing our Products we undertakes to
- (a) make Products and Services available to Users as provided hereunder and in other of our official documents;
 - (b) operates the Service in a diligent and professional manner in accordance with applicable IT industry standards;
 - (c) comply with all laws and governmental regulations applicable to our Products and Services;
 - (d) make all public documentation available;
 - (e) use collected feedback to improve our Products and Services;
 - (f) maintain administrative, physical, and technical safeguards for the security and integrity of our Products and Services consistent with industry standard practices. We shall store, process, transmit and disclose electronic data and configurations submitted to the Services at the direction of or on behalf of Users only as provided hereunder.
- 6.2. You explicitly agree and acknowledge that
- (a) we do not have access to your funds;
 - (b) we do not have any responsibility and/or accountability for any losses incurred using our Services and/or Products and for losses due to slashing or any other penalties at the protocol level of any blockchain;
 - (c) we do not guarantee returns, APY, or potential fund losses due to our operational issues (e.g., poor uptime).

7. User Liabilities and Indemnities

You agree to indemnify, defend, and hold harmless us and any of our officers, directors, employees, successors, partners and assignees harmless from and against any and all losses, including but not limited to, third-party claims, suffered by us arising from or relating to your

- (a) breach of the terms and conditions hereof;
- (b) breach of your representations and warranties and/or covenants made hereunder;
- (c) use of our Products and Services, its content or features in violation hereof or in any other unauthorized manner;
- (d) your infringement, misappropriation, or violation of the rights of any other person or organization;
- (e) any content, material, contributions or information in any form or medium that you submit, post, upload, provide, contribute, or make available through the Website's features; and/or

- (f) violation of any and all applicable laws, rules, or regulations.

8. Limitation of Liability

If not otherwise provided by active law, in no event shall us, our directors, members, employees, agents or partners be liable for any direct, indirect, collateral or consequential damages, or any other damages of any kind, including, without limitations, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way associated with the use or inability to use our Products or Services or the our materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from us or that result from error, omissions, interruptions, deletion of files or emails, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communication failure, theft, destruction or unauthorized access to our records, products, software or services.

9. Disclaimer of Warranties due to Third-Party data

- 9.1. To the maximum extent permitted under effective applicable law, and except as expressly provided to the contrary in a writing by us, our Products and Services are provided on an "AS IS" and "AS AVAILABLE" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including without limitation, implied warranties or merchantability, fitness for a particular purpose, title and non-infringement as to our Products and Services, including without limitation the information, content and materials contained therein.
- 9.2. You hereby acknowledge that information you obtain, store or transfer through our Products or Services may become irretrievably lost, corrupted, temporarily unavailable or obsolete due to a variety of causes, including without limitation software failures, protocol changes by third party providers, Internet connection loss, force majeure event or any other disaster or Act of God, scheduled or unscheduled maintenance, or any other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any data you obtain, store or transfer through our Products or Services.

10. Assumption of Risk

- 10.1. You acknowledge and agree that there are risks associated with utilizing an Internet-based service including, without limitation the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that a Third Party may obtain unauthorized access to the data stored within User's account.
- 10.2. You acknowledge and agree that we shall not be held responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Products and Services, however caused. We take no responsibility for and will not be liable for any losses, damages or claims arising from the use of our Services, including without limitations any losses, damages or claims arising from: (a) passwords being "bruteforced"; (b) server failure or data loss; (c) forgotten passwords; (d) corrupted wallet files (e) improperly formatted transactions or mistyped blockchain addresses; or (f) unauthorized access to mobile applications; (g) "phishing," viruses, third-party attacks or any other unauthorized third-party activities.

- 10.3. You agree that the entire risk arising out of your use of the Services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

11. Intellectual Property

- 11.1. You acknowledge and agree that we retain ownership of all intellectual property rights of any kind related to the Products and Services, including applicable copyrights, patents, trademarks and other proprietary rights. Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. The Agreement does not transfer from us to you any of our or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with us or the relevant third party (as applicable). We reserve all rights that are not expressly granted to you under the Agreement.
- 11.2. You shall not use any trademark, Product or Service name of us, without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any Trademark, Product or Service name of us. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of us and may not be copied, imitated or used, in whole or in part, without our prior written permission.
- 11.3. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Products or Services are the property of their respective owners. Reference to any products, services, processes or any other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.
- 11.4. If you believe that any material located on or linked to either our Products or services violates your copyright, please notify us.

12. Confidentiality

- 12.1. User's Confidential Information shall include without limitation the following: (a) the Subscriber Data; (b) our Confidential Information includes all data about the Products and Services; (c) Confidential Information of each party shall include but is not limited to the terms and conditions hereof and of all agreements and contracts entered into and signed by the parties, including pricing, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by each party in connection herewith;
- 12.2. Confidential Information shall include information that: (a) is at the time of disclosure, or later becomes, generally known to the public through no fault of Receiving Party; (b) was known to the Receiving Party with no obligation of confidentiality prior to disclosure by Disclosing Party, as proven by records of Receiving Party; (c) is disclosed to Receiving Party by a third party who did not directly or indirectly obtain the information subject to any confidentiality obligation; or (d) is at any time independently developed by Receiving Party without use of Disclosing Party's Confidential Information as proven by records of Receiving Party.
- 12.3. Receiving Party shall not disclose or otherwise make available any Confidential Information of Disclosing Party to anyone except those of its employees, directors, attorneys, agents and

consultants who: (a) need to know the Confidential Information in association with the purpose of the Agreement and (b) have previously agreed to be bound by confidentiality obligations no less stringent than those stipulated herein.

- 12.4. Each party agrees to (a) safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own confidential information and (b) not use any Confidential Information of the other party for any purpose outside the scope hereof.
- 12.5. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, then to the extent legally permitted, Receiving Party shall provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the compelled disclosure. Any compelled disclosure shall be limited to the extent required, and shall be subject to confidentiality protection to the extent practicable. If Receiving Party is compelled by law to disclose Disclosing Party's Confidential Information as part of a civil proceeding to which Disclosing Party is a party, and Disclosing Party is not contesting the disclosure, Disclosing Party will reimburse Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 12.6. In case of unauthorized disclosure of Confidential Information, Receiving Party shall be held accountable, and Disclosing Party shall have the right to initiate legal proceedings in connection therewith

13. Suspension or Termination of Service

These Terms shall remain in full force and effect while they are displayed on any of our Products. Without limiting any other provision hereof, we may, in our sole discretion and without notice and liability to you, deny access to and use of any of our Products and suspend your access to all or a portion of our Services in the event of any Force Majeure Event, breach of any representation, warranty or covenant contained herein, or of any applicable national or international law or regulation. We also reserve the right to take appropriate legal action, including but not limited to pursuing civil, criminal, injunctive redress.

14. Discontinuance of Services

We may, in our sole discretion and without notice and liability to you and at any time, modify or discontinue, temporarily or permanently, any portion or all of our Products, as well as deny access to and discontinue maintenance of part or all of any of our Services.

15. Amendments

We reserve the right to make changes or modifications hereto in our sole discretion from time to time. Amended Terms shall become effective immediately on the date they are posted unless we state otherwise via our notice of such amended Terms. Any amended Terms shall apply prospectively to the use of our Products and Services after such changes become effective. Your continued use of our Products and Services following the effective date of such changes will constitute your acceptance of such changes. If you do not agree to any amended Terms, you must discontinue using our Products and Services.

16. Notices

We shall notify Users about all changes in our Products and Services by posting such changes in our Products. Except as otherwise specified herein, all notices, permissions and approvals shall be deemed to have been given as they are opened and read by Users.

17. Severability

The invalidity or unenforceability of any of Terms specified herein will not affect the validity or enforceability of any other of these Terms, all of which will remain in full force and effect.

18. Force Majeure Events

We will not be held responsible and liable for any loss or damage arising from any event beyond our reasonable control, including without limitation flood, extraordinary weather conditions, earthquake, or any other Act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communication disruption, power failure, or equipment or software malfunction.

19. Cookies

This website uses cookies. The information collected from cookies is used by us to evaluate the effectiveness of our website, analyze trends and improve our Products and Services. With this knowledge, we can improve the quality of your experience by recognizing and delivering more of the most desired features and information, as well as by resolving access difficulties. Your continued use of this site, as well as any subsequent usage, will be interpreted as your consent to cookies being stored on your device.

20. Governing Law and Dispute Resolution

- 20.1. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of the Abu Dhabi Global Market.
- 20.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Abu Dhabi Global Market Courts.