

TENEO TERMS OF SERVICE

THESE TENEO TERMS OF SERVICE DEFINE TERMS UNDER WHICH TENEO PROVIDES ITS PRODUCTS AND SERVICES TO USERS (“THIS AGREEMENT” OR “TERMS”), EFFECTIVE UPON THE DATE OF ITS PUBLICATION ON THE TENEO WEBSITE. THIS AGREEMENT SETS OUT THE TERMS AND CONDITIONS OF YOUR USE OF THE TENEO PLATFORM (THE “PLATFORM” OR “TENEO PLATFORM”), FULLY OWNED AND OPERATED BY MARSHALL CHAIN AGENCY CORP., INCORPORATED AND REGISTERED IN MARSHALL ISLANDS WITH AN ENTITY NUMBER 109596 AND ADDRESS TRUST COMPANY COMPLEX, AJELTAKE ROAD AJELTAKE ISLAND MAJURO MH 96960, (THE “COMPANY” OR “TENEO” OR “WE”), AS WELL AS YOUR ACCESS AND USE OF ANY OTHER TENEO PRODUCTS AND SERVICES PROVIDED THROUGH THE TENEO PLATFORM.

THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT AND CREATE A BINDING CONTRACT BETWEEN YOU AND THE COMPANY.

BY ACCESSING OR USING THE PLATFORM YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, YOU ARE PROHIBITED FROM ACCESSING, USING OR TRANSACTING ON THE PLATFORM. YOU SHOULD TAKE TIME TO READ THESE TERMS CAREFULLY AND THOROUGHLY.

TO BE ELIGIBLE TO USE THE PLATFORM AND SERVICES, YOU MUST BE AT LEAST 18 YEARS OLD (OR THE APPLICABLE AGE OF MAJORITY AND CONTRACTUAL CAPACITY IN EACH QUALIFYING JURISDICTION). BY ACCESSING OR USING THE PLATFORM AND SERVICES YOU REPRESENT AND WARRANT THAT YOU ARE **18 OR OLDER**.

SHOULD YOU HAVE ANY QUESTIONS OR COMMENTS REGARDING THE PLATFORM OR SERVICES, PLEASE FEEL FREE TO CONTACT US AT: info@teneo.finance.

1. General

- 1.1 We reserve the right to amend or modify these Terms at our own discretion at any time by posting such amended or modified Agreement on the Company Website. Any and all modifications or changes will become effective upon publication and You agree and acknowledge that the Company will not explicitly notify You about the possible amendments and modifications. By continuing to access the Platform or use the Services once the revised Agreement is effective, You agree to be bound by its terms.
- 1.2 **Mandatory policies.** Company **Privacy Policy** and any other mandatory policies of the Company that You can access on <https://teneo.finance/> or other agreements entered into

separately between You and the Company are considered an integral part of these Terms and have the same legal effect. Your use of the Platform and the Services is conditional on the acceptance of all supplementary terms as published on the Company Website.

2. Interpretation of Terms

2.1 The following terms shall have, for the purposes of this Agreement, the following meaning:

“**Agreement**” or “**Terms**” shall mean the agreement between You, as a User, and TENE0 for the use of the Platform and Services, in accordance with these Terms;

“**Intellectual Property**” means all and any software innovations (in both machine-readable forms and in source code form), computer programs, code, designs, concepts, ideas, artwork, notes, documents, data, information, materials, discoveries, inventions or other original work, including, without limitation, any additions, modifications or enhancements thereof;

“**Platform**” or “**TENE0 Platform**” means an online platform accessible through the Website.

“**Services**” or “**TENE0 Services**” shall have the meaning as specified in **Clause 4** of these Terms.

“**Website**” or “**Company Website**” shall mean the TENE0 website, accessible on: <https://teneo.finance/>.

3. Risks

3.1 **Please note the following risks of using the Platform and services we provide:** The risk of loss in holding any cryptographic tokens can be substantial. You should therefore carefully consider whether holding any cryptographic tokens is suitable for You in light of Your financial condition. When considering whether to hold any cryptographic tokens, You should be aware that the price or value of cryptographic tokens can change rapidly, decrease, and potentially even fall to zero. You also acknowledge and agree that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain. The Company does not invite or make any offer to acquire, purchase, sell, transfer or otherwise deal in any crypto asset. Third parties may provide services involving the acquisition, purchase, sale, transfer or exchange of crypto-assets; the Company does not provide any such service and does not undertake any liability in connection thereto. You acknowledge and agree these risks and represent that the Company cannot be held liable for changes and fluctuations in value or increased costs.

- 3.2 You acknowledge and understand that there are risks associated with using digital currency, including, but not limited to, the risk of hardware, software and Internet connections failure or problems, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Your wallet. You accept and acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using any blockchain network, however caused.
- 3.3 Any cryptographic tokens and any blockchain technology or distributed ledger technology-related projects are new and relatively untested and outside of our exclusive control. Any adverse changes in market forces, the technology and the regulatory environment impacting our performance under this Agreement shall absolve Us from responsibility in this regard, including but not limited to hacking attacks, possible theft, unfavourable regulatory action, or unclear legal/tax status of cryptographic tokens.
- 3.4 You acknowledge and agree that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to smart contracts, cryptocurrencies and the Platform, which could result in the theft or loss of Your cryptographic tokens or property, among other potential consequences. By using the Platform You acknowledge and agree to undertake these risks.
- 3.5 You agree and acknowledge that We do not represent or warrant that any of the services we provide or the Platform itself are secure from a hacker or other malicious attack, which may result in the stealing or the loss of the User confidential information or any other data.

4. Services

- 4.1 We reserve the right to modify or discontinue any portion of the services and to suspend or terminate Your access to the services we provide on our Platform (hereinafter: “**Services**”) at any time, without explicit notice to You, in certain, limited circumstances described herein.
- 4.2 You agree that We shall not be liable to You or any third party for any modification or termination of the services, or suspension or termination of Your access to the services, except to the extent otherwise expressly set forth herein.

5. Fees and Payment

- 5.1 The prices and fees for services or products offered on the Platform shall be stated at all times on our Website and available to You before you make your purchase. All fees are, unless stated otherwise, exclusive of VAT and any other taxes applicable.
- 5.2 Prices listed are, unless stated otherwise, exclusive of transaction costs charged by Ethereum network or any other blockchain network in the network's native currency to compensate for the computing energy required to successfully process and validate transactions on blockchain (“**Gas Fees**”). Payment of Gas Fees is entirely separate and independent from payments made to Us for our services or products.

6. General Use, Prohibited Use and Termination

- 6.1 **Limited License.** We hereby grant You a personal, non-exclusive, non-transferable, non-sublicensable and limited license, subject to the terms of this Agreement, to access and use the Platform solely for informational, transactional, or other approved purposes as permitted by the Company from time to time. Any other use of the Platform is expressly prohibited. You agree that this Agreement does not grant You any rights in or licenses to the Platform, except for this express, limited license. You will not otherwise copy, transmit, distribute, sell, resell, license, decompile, reverse engineer, disassemble, modify, publish, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the content available on the Platform or any other part of the Platform or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, You will not frame or display the Platform (or any portion thereof) as part of any other website or any other work of authorship without prior written permission. If You violate any portion of this Agreement, Your permission to access and use the Platform may be terminated pursuant to this Agreement. In addition, We reserve the right to all remedies available by law and for any such violation.
- 6.2 **Website Accuracy.** Although We intend to provide accurate and timely information on the Website and the Platform, the Website and the Platform may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.
- 6.3 **Prohibited Use.** In connection with Your use of the Services, and Your interactions with other Users, and third parties You agree and represent, You will not violate any law, contract, intellectual property or other third-party rights and will not engage in any illegal, unauthorized, or improper activity.

7. Retention of Intellectual Property Rights

- 7.1 The Platform and any of the Services, including their design elements or concepts and any and all underlying Intellectual Property, including, but not limited to copyrights, patents, service marks, any registered trademarks, domain names and other proprietary rights, are the property of the Company, and are protected by copyright, patent, trade secret and other Intellectual Property laws. Unless otherwise expressly stated, the Company retains any and all rights, title and interest in and to the Platform (including, without limitation, all Intellectual Property rights), including all copies, modifications, extensions and derivative works thereof. Your right to use the Platform and the Services is limited to the rights expressly granted in these Terms. No licenses to use any of trademarks or any other Company's brands are to be inferred or assumed pursuant to the use of any of the Services. All rights not expressly granted to You are reserved and retained by the Company.

8. Exclusion of Warranties and Limitation of Liability

- 8.1 **Disclaimer of liability.** IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH ANY ACCEPTANCE OF OR RELIANCE ON THIS AGREEMENT, OR WITH THE USE OF THE PLATFORM AND/OR THE SERVICES. TO THE FULLEST EXTENT AS PERMITTED BY LAW, ACCESS TO, AND USE OF, THE SERVICES, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA RESULTING THEREFROM.
- 8.2 **Computer Malware.** We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may affect Your computer or other equipment, or any phishing, spoofing or other attacks.
- 8.3 **No Warranty.** (A) THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT

MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE PLATFORM AND THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE. OPERATION OF THE PLATFORM MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. THE COMPANY ALSO SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY OR UNDERTAKING IN ANY FORM WHATSOEVER TO ANY ENTITY OR PERSON, INCLUDING ANY REPRESENTATION, WARRANTY OR UNDERTAKING IN RELATION TO THE TRUTH, ACCURACY AND COMPLETENESS OF ANY OF THE INFORMATION SET OUT IN THIS AGREEMENT AND THE WHITEPAPER. WE ARE NOT RESPONSIBLE FOR THE CRYPTOCURRENCY MARKET, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE REAL OR PERCEIVED VALUE OF CRYPTOGRAPHIC TOKENS AS DENOMINATED IN ANY QUOTED CURRENCY. YOU UNDERSTAND AND AGREE THAT THE VALUE OF ANY CRYPTOGRAPHIC TOKEN CAN BE VOLATILE, AND WE ARE NOT IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY LOSSES YOU MAY INCUR BY HOLDING OR TRADING CRYPTOGRAPHIC TOKENS, EVEN IF OUR SERVICES ARE DELAYED, SUSPENDED, OR INTERRUPTED FOR ANY REASON. FURTHER, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, USEFULNESS, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY MATERIALS CONTAINED THEREIN. (B) FOR CONSUMERS ONLY: WHERE APPLICABLE CONSUMER PROTECTION LAW LIMITS THE EFFECTIVENESS OF ANY PROVISION OF THIS TERMS WITH RESPECT TO CONSUMERS, SUCH PROVISION SHALL CONTINUE TO APPLY TO THE MAXIMUM EXTENT AS PERMITTED BY LAW.

- 8.4 **No financial advice.** WE DO NOT PROVIDE INVESTMENT ADVICE IN ANY MANNER WHATSOEVER. ANY INFORMATION MADE AVAILABLE ON THE WEBSITE SHOULD IN NO EVENT BE CONSTRUED AS PROVIDING, ANY INVESTMENT OR OTHER FINANCIAL ADVICE OF ANY KIND. YOU SHOULD ALWAYS SEEK FINANCIAL AND/OR INVESTMENT ADVICE AND DO YOUR OWN INDEPENDENT RESEARCH BEFORE USING OUR PLATFORM OR OUR SERVICES. IF YOU CHOOSE TO ENGAGE IN TRANSACTIONS BASED ON CONTENT ON THE WEBSITE, THEN SUCH DECISIONS AND INVESTMENT AND ANY CONSEQUENCES FLOWING THEREFROM ARE YOUR SOLE RESPONSIBILITY.

9. Force Majeure

- 9.1 We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, an act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, hacking attacks, major market disturbances, other major event or natural catastrophe, including global pandemics or other public health crisis, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

10. Miscellaneous

- 10.1 **Modifications.** We reserve the right to modify or replace these Terms in our discretion at any time without liability or prior notice, unless stated otherwise herein. Any modifications will take effect immediately upon posting to the Website (with the “Last Revised” date on the top).
- 10.2 **Indemnification.** You agree to indemnify and hold the Company, its present and future Affiliates and Service Providers, and each of their present and future officers, directors, agents, joint venturers, employees and representatives (collectively “Indemnified Parties”), harmless from any claim or demand (including attorneys’ fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to Your breach of this Agreement.
- 10.3 **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between You and the Company as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among You and the Company.
- 10.4 **Waiver.** Save if expressly otherwise provided in this Agreement, neither the failure nor any delay by Us in exercising any right, power, remedy or privilege under these Terms or the documents referred to herein will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 10.5 **Governing Law and Jurisdiction.** The Terms represent an agreement between You and the Company, which shall be governed by, construed and enforced under the laws of Marshall Islands without regard to any choice or conflict of law rules. You hereby irrevocably agree that the courts of Marshall Islands shall have exclusive jurisdiction to settle any dispute or claim

(including non-contractual disputes or claims) arising out of or in connection with the Terms, their subject matter or formation.

- 10.6 **Class Action waiver.** The Parties agree that any dispute proceedings will proceed only on an individual basis, and not in class, joint, consolidated or representative action of any kind. Both Parties hereby waive the right to assert or participate in any class action lawsuit or any other joint, consolidated, or representative proceeding.

11. Contact

- 11.1 If You have any feedback, question, or complaint, contact Us via email at info@teneo.finance. When You contact Us please provide Us with Your name, address, and any other information We may need to identify You, and the issue on which You have feedback, questions, or complaints.

Date of last revision: **21.02.2022**