

TERMS OF USE

LAST UPDATED: JANUARY 12, 2026

1. INTRODUCTION

These Terms of Use (“**Terms**”) govern your access to and use of the online products and services operated by **EMYO LIMITED**, a company incorporated in the British Virgin Islands, registered office is Oleander Building, Suites OL-7 and OL-8, 13a, J. R. O’Neal Drive, P.O. Box 2416, Port Purcell, Tortola, VG1110, BVI, company number: 2197392 (“**we**”, “**us**”, “**our**”, “**Emyo**” or the “**Company**”), including the EMYO LIMITED website (the “**Website**”), dashboard, token-related interfaces, loyalty systems, and any other applications, tools, or services we make available (collectively, the “**Services**”, “**Company Services**” or “**Emyo Services**”). These Terms form a legally binding agreement between you and Emyo.

The Services support and relate to the digital infrastructure and utility ecosystem of the Emyo Coin (also referred to as the “**Emyo Token**” or “**Token(s)**”), including, where applicable, the loyalty mechanics and use-cases described in Emyo Loyalty Program terms.

Although we are established in the British Virgin Islands and operate under the legal framework applicable in the BVI (including, as relevant, the Data Protection Act, 2021, the Anti-Money Laundering Regulations, and related compliance obligations), the Services are not intended for users located in jurisdictions that require application of the EU General Data Protection Regulation (GDPR), the U.S. California Consumer Privacy Act (CCPA), or equivalent enhanced data-protection regimes. Access for such users may be restricted or disabled through geo-blocking, eligibility screening, or limitations of functionality. By using the Services, you represent and warrant that you are not accessing them in breach of any such local legal requirements that apply to you.

These Terms apply solely to your use of the Emyo Services operated directly by us. They do not apply to any third-party platforms, exchanges, partner-operated gaming environments, or external websites that may be accessible via our interfaces, links, or integrations. Your interactions with such third parties are governed by their own terms and conditions and privacy policies, which we strongly encourage you to review separately.

By accessing or using the Services in any manner, including (without limitation) visiting or browsing the Website, connecting a compatible wallet, acquiring or using Tokens within the Emyo Coin Ecosystem, or participating in the Emyo Loyalty Program or any related campaigns, you:

- (a) acknowledge that you have read and understood these Terms;
- (b) agree to be bound by these Terms as well as our Privacy Policy and any additional terms or program rules that may apply to specific features or promotions; and
- (c) confirm that you have the capacity and authority to enter into this agreement.

We may revise, update, or replace these Terms from time to time, for example to reflect changes to our Services, technology, business model, or applicable legal and regulatory requirements. The “Last Updated” date at the top of these Terms indicates the most recent version. Your continued access to or use of the Services after any changes become effective constitutes your acceptance of the revised Terms. If you do not agree with these Terms (or any updated version), you must discontinue all access to and use of the Services immediately.

2. DEFINITIONS

Defined Terms. For the purposes of this Terms of Use (the “**Terms of Use**”), the following terms shall have the meanings set out below. These definitions are tailored to the operational and legal structure of the Company. The Emyo Services are not intended for users located in jurisdictions where GDPR, CCPA,

or comparable enhanced data-protection regimes apply; therefore, references to such legislation are provided for descriptive clarity only and shall not be deemed applicable to the Company:

“**Account**” means a User profile created within the Emyo platform or linked through wallet authentication, including associated identifiers, settings, and activity data.

“**Blockchain Data**” means publicly available on-chain information such as wallet addresses, transaction hashes, timestamps, staking activity, and smart-contract interactions.

“**Chips**” means casino or game play units (whether virtual or physical) issued and managed by a licensed casino or gaming operator, which may be obtained or used by Users in accordance with that operator’s rules and any applicable law, and which are distinct from, and separate to, the Tokens.

“**Emyo Token**” or “**Tokens**” or “**EMYO**” means the cryptographic utility tokens generated by the Company at the Token Generation Event for the purpose of enabling access, payments, loyalty interactions, fee mechanics, user reward functions, and other strictly functional utilities within the Emyo transactional and loyalty framework, including (where permitted) casino-related payments, loyalty tier accumulation, staking, in-protocol reward redemption, on-platform spend, and internal settlement or conversion logic. For the avoidance of doubt, the Tokens do not represent or confer any equity, ownership, security, revenue share, economic interest, expectation of profit, cashflow rights, or any participation in the business, assets, goodwill, or results of operations of the Company or any affiliate, and are not intended for investment.

“**Generation Event**” or “**Token Generation Event**” or “**TGE**” means the technical event during which the Tokens are created by or on behalf of the Company on a blockchain protocol selected by the Company and become capable of being allocated, claimed, or transferred in accordance with these Terms, any applicable SAFT, and the final tokenomics model adopted by the Company.

“**Intellectual Property**” includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including rights of any kind in:

- (a) inventions, discoveries, and novel designs;
- (b) literary works, dramatic works, musical works, artistic works, films, broadcasts and any other works or subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may in the future, subsist;
- (c) confidential information, trade secrets and know-how;
- (d) registered and unregistered trademarks and service marks; and
- (e) internet domain names.

“**KYC/AML Information**” means information collected from Users where required under applicable anti-money laundering, counter-terrorist financing, or sanctions-compliance obligations.

“**Loyalty Program**” means the promotional and utility-based rewards system operated by or on behalf of the Company, under which Users may receive or redeem Tokens, benefits, or other value in accordance with the applicable Loyalty Program terms and conditions.

“**Personal Data**” (or “**Personal Information**”) means any information relating to an identified or identifiable natural person, including data that can directly or indirectly identify you (such as your name, contact details, identification number, or online identifiers). Any reference to concepts or terminology derived from the GDPR, CCPA, or similar legislation is made solely for descriptive purposes and does not render such legislation directly applicable to the Company, save where required under BVI law.

“**Platform**” means the Emyo websites, applications, dashboards, APIs, and smart-contract interfaces operated or controlled by the Company in connection with the Tokens, the waitlist, any Loyalty Program, and related Emyo Services.

“**Privacy Policy**” means the Company’s privacy policy as published on the Platform and updated from time to time, which describes how the Company collects, uses, stores, and protects Personal Data.

“Processing” means any operation or set of operations performed on Personal Data, whether or not by automated means, including collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, or erasure.

“Prohibited Person” means any person who:

- (f) is unable to pass, or refuses to comply with, the know-your-client requirements and anti-money-laundering procedures established by the Company in its sole discretion;
- (g) is a “U.S. Person” as defined in Regulation S under the U.S. Securities Act of 1933;
- (h) is organised, located, or resident in any jurisdiction listed as restricted or prohibited by the Company or in any SAFT or other token sale documentation (including, without limitation, the British Virgin Islands, Mainland China, India, Turkey, Indonesia, Nepal, Algeria, Morocco, Cuba, North Korea, Sudan, Iran, Syria, or the Crimea Region of Ukraine);
- (i) is identified on, or controlled by a person identified on, any sanctions list maintained by the United Nations, the United States, the United Kingdom, the European Union, or any other applicable governmental or regulatory authority;
- (j) is identified as a terrorist organisation or appears on any list of terrorist organisations maintained by any competent authority;
- (k) by participating in transactions related to the Tokens or Emyo Services, directly or indirectly violates any applicable law;
- (l) has been involved in, or is reasonably suspected of, money laundering, terrorist financing, corruption, bribery, or similar criminal conduct; or
- (m) is, unless otherwise disclosed in writing to and accepted by the Company, a politically exposed person (PEP) or an immediate family member or close associate of a PEP, as that term is understood under applicable AML/CFT standards.

“SAFT” means any Simple Agreement for Future Tokens between you and the Company (or an agreement substantially similar in nature and purpose), governing your purchase of a contractual right to receive Tokens in the future, subject to its terms and conditions.

“Supervisory Authority” (or **“Regulatory Authority”**, where applicable) means an independent public authority or government agency responsible for monitoring and enforcing compliance with data protection and privacy laws.

“Terms of Use” or **“Terms”** means this document, together with any schedules, annexes, and updates or revisions to it, which apply in general to all of your interactions with any component of the Emyo Services, irrespective of whether you access those Services directly via Emyo smart contracts, the Platform interfaces, mobile or web applications, or through any intermediary storefront or distribution channel.

“Third-Party Service” means any external product, tool, application, software, infrastructure provider, or service operated by an independent third party that supports, integrates with, or interacts with the Company. This includes, without limitation, KYC/AML verification providers, hosting and cloud infrastructure, analytics and security tools, wallet-connection providers, blockchain infrastructure services (such as RPC nodes, blockchain explorers, or indexing services), and communication or marketing delivery platforms. Third-Party Services may process only the Personal Data strictly required to perform their functions on behalf of the Company and may not use such data for their own purposes.

“User” means any natural or legal person who accesses or uses the Platform or any Emyo Services, including any person who registers an Account, joins a waitlist, signs a SAFT, or otherwise interacts with the Company in connection with the Tokens (**“you”**, **“your”**).

“Wallet Address” a public blockchain address used to interact with Emyo smart contracts or connect with the Emyo Coin.

3. ELIGIBILITY

- 3.1 Eligibility.** You must be at least 18 years of age (or the age of majority in your jurisdiction) and have the legal capacity to enter into these Terms. Access to and use of the Site is limited to individuals or entities in jurisdictions where participation in the Emyo Ecosystem, whitelisting processes, or SAFT executions is permitted by law (the "Permitted Jurisdictions"). You represent and warrant that you are not located in, under the control of, or a national or resident of any country or territory subject to comprehensive U.S. sanctions (e.g., Cuba, Iran, North Korea, Syria, Crimea region of Ukraine) or any other prohibited jurisdiction as identified on the Site or in applicable law.
- 3.2 Prohibited Access.** The Site, Tokens, whitelisting, and SAFT offerings are not available to residents of the United States, United Kingdom, People's Republic of China, Singapore, Canada (except certain provinces as specified), any European Union Member State where prohibited, or any other jurisdiction where such activities would violate local laws (collectively, "Restricted Jurisdictions"). We employ geoblocking and IP-based restrictions to enforce this prohibition. Any attempt to circumvent these measures constitutes a material breach of these Terms.
- 3.3 Account Registration.** To participate in whitelisting or SAFT processes, you must create an account ("Account") by providing accurate information. You are responsible for maintaining the confidentiality of your login credentials and for all activities under your Account. We reserve the right to suspend or terminate your Account for any reason, including suspected fraud or non-compliance.

4. WHITELISTING AND PRELIMINARY PARTICIPATION

- 4.1 Nature of Whitelisting and Waitlists.** From time to time, the Company may make available online forms, waitlists, or whitelisting mechanisms for potential participation in a SAFT, Token allocation round, Loyalty Program, or other Emyo Services (collectively, the "Whitelisting Processes"). By submitting information through any Whitelisting Process, you merely express an interest in being considered for participation. Whitelisting, pre-approval, or inclusion on any waitlist:
- (a) is purely preliminary and informational in nature;
 - (b) does not constitute an offer, promise, or commitment by the Company to enter into any SAFT, issue any Tokens or Chips, or provide any allocation; and
 - (c) does not create any right, entitlement, or expectation to receive Tokens, allocations, bonuses, rewards, or any other benefit.
- 4.2 No Guarantee of Allocation or Access.** The Company retains full discretion to determine, limit, modify, or cancel any Whitelisting Process, participation criteria, or allocation logic at any time, including after you have submitted your information or received a preliminary confirmation. Any actual Token purchase or allocation will be governed exclusively by the applicable SAFT, token sale documentation, or specific program rules, which will prevail in the event of any inconsistency with these Terms.
- 4.3 Information You Provide.** You agree that all information submitted during any Whitelisting Process (including contact details, jurisdiction of residence, and any self-certifications) must be complete, accurate, and not misleading. You must promptly update this information if it changes. The Company may rely on this information in assessing your eligibility and compliance, but is not obliged to verify it independently.
- 4.4 Withdrawal of Preliminary Status.** The Company may, at any time and without liability, revoke or downgrade your whitelisted or preliminary status, reduce or cancel any indicated allocation, or exclude you from any Whitelisting Process where it believes, in its sole discretion, that:

- (a) you are or may be a Prohibited Person or resident in a Restricted Jurisdiction;
- (b) your participation could create regulatory, sanctions, AML/CFT, or other compliance risk;
or
- (c) you have breached these Terms or any applicable laws or program rules.

4.5 No Investment, Brokerage, or Custody Services. Participation in any Whitelisting Process and subsequent Token-related activities is limited to the Company's role as a utility-token issuer and related loyalty / ecosystem provider. The Company does not provide investment advice, brokerage, payment services, or client-asset custody, and nothing in the Whitelisting Processes or these Terms shall be construed as such.

5. KYC/AML AND SANCTIONS COMPLIANCE

5.1 Condition to Access and Participation. Your ability to access certain Emyo Services (including, without limitation, participation in any SAFT, Token Generation Event allocations, Loyalty Program rewards, or promotional distributions) is expressly conditioned on your successful completion of all know-your-client ("KYC"), anti-money laundering ("AML"), counter-terrorist financing ("CTF"), and sanctions screening checks required by the Company from time to time. The Company may refuse, restrict, suspend, or terminate access to any or all Emyo Services where these checks are not completed to its satisfaction.

5.2 KYC/AML Information and Ongoing Monitoring. You agree to provide, upon request and in a timely manner, all KYC/AML Information and supporting documentation that the Company or its third-party verification providers reasonably require, including information about your identity, residence, source of funds, source of wealth, beneficial ownership (for entities), and any other information required under applicable AML/CFT or sanctions rules. You acknowledge that:

- (a) verification may be conducted both at onboarding and on an ongoing basis;
- (b) your access level, limits, or eligibility may be adjusted as a result of these checks; and
- (c) failure to provide requested information or documentation may result in denial, suspension, or termination of access to the Emyo Services and/or cancellation of any pending participation.

5.3 Use of Third-Party Verification Providers. The Company may engage independent third-party KYC/AML providers and other Third-Party Services to collect, verify, and process KYC/AML Information on its behalf. By using the Emyo Services, you authorise the Company and such providers to conduct identity checks, sanctions screening, politically exposed person (PEP) checks, adverse-media searches, and other risk assessments required for compliance purposes, subject to the Company's Privacy Policy and applicable law.

5.4 Prohibited Persons and Restricted Jurisdictions. You represent and warrant on a continuing basis that you are not a Prohibited Person and are not resident, located, or organised in any jurisdiction that would make your use of the Emyo Services unlawful or expose the Company to sanctions, registration, or licensing obligations beyond those it is willing to accept. If you become a Prohibited Person or move into a Restricted Jurisdiction, you must immediately cease all use of the Emyo Services and notify the Company.

5.5 Lawful Source of Funds and Assets. You represent and warrant that all funds, digital assets, and other value you use in connection with the Emyo Services (including for any SAFT purchase or Token-related activity):

- (a) are derived from lawful sources;

- (b) are not the proceeds of criminal activity, corruption, fraud, tax evasion, or any other unlawful conduct; and
- (c) are not being used to finance terrorism, proliferation, or other prohibited activities.

5.6 The Company may, in its discretion, request evidence supporting these assurances and may treat any failure to provide adequate evidence as grounds for immediate restriction or termination.

5.7 **Right to Refuse, Block, or Reverse Participation.** To the maximum extent permitted by applicable law, the Company may, at any time and without prior notice:

- (a) refuse to register you or open / maintain any Account;
- (b) suspend, restrict, or terminate your access to all or part of the Emyo Services;
- (c) decline, postpone, or cancel your participation in any Whitelisting Process, SAFT, Token allocation, Loyalty Program, or reward; or
- (d) freeze or block on-platform actions associated with your Wallet Address,
- (e) if the Company suspects that you are involved in or connected with fraud, money laundering, terrorist financing, sanctions evasion, market abuse, or any other Prohibited Activities, or if required by any competent authority.

5.8 **Reporting and Disclosure to Authorities.** You acknowledge that, to the extent required or permitted by applicable AML/CFT, sanctions, or financial-crime regulations, the Company and its delegates may:

- (a) file reports or suspicious activity notifications with relevant supervisory or law-enforcement authorities;
- (b) disclose KYC/AML Information and related data to such authorities; and
- (c) comply with any binding order, request, or subpoena issued by a competent authority.

To the fullest extent permitted by law, the Company shall have no liability to you for any loss or damage arising from good-faith compliance with such obligations, including any refusal to proceed with whitelisting, SAFT participation, Token allocation, or other Emyo Services.

5.9 **No Liability for Failure to Complete Checks.** You understand that the Company may be legally restricted from explaining the reasons for any KYC/AML decision, including the refusal or termination of your access. Neither the Company nor its delegates shall be liable for any loss arising from any delay, refusal, or failure to complete onboarding or to deliver Tokens or other benefits where you have not satisfied the Company's KYC/AML requirements or where doing so would, in the Company's reasonable opinion, breach applicable law or regulatory guidance.

6. SAFT OFFERING AND TERMS OF ACCEPTANCE

6.1 All information made available on the Website, in the Whitepaper or other information materials regarding the Tokens, tokenomics, roadmap or the Emyo ecosystem is provided for general information only and does not of itself constitute an offer, solicitation or recommendation to acquire Tokens or to enter into any SAFT. Any invitation to participate in a pre-launch token sale, SAFT process or waitlist is addressed solely to eligible participants in Permitted Jurisdictions and remains conditional upon successful completion of the whitelisting and KYC/AML procedures described on the Website and in the applicable SAFT documentation.

6.2 **SAFT as the only binding pre-launch instrument.** Any acquisition of a contractual right to receive Tokens prior to the Token Generation Event ("TGE") occurs exclusively under a duly executed SAFT

between you and the Company. In the event of any inconsistency between these Terms, the Whitepaper, any marketing or information materials and the SAFT, the SAFT shall prevail for all matters relating to the pre-launch token sale, including (without limitation) the Purchase Amount, token allocation mechanics, lock-up and vesting, transfer restrictions, conditions precedent to Token delivery and consequences of any compliance failure.

- 6.3 Main conditions of acceptance.** By submitting a whitelisting application, executing a SAFT or otherwise expressing interest in the pre-launch token sale, you acknowledge and agree that: (a) the Company may accept or reject your participation in its sole discretion; (b) any acceptance is conditional upon (i) your timely payment in full of the agreed Purchase Amount in the form and to the wallet designated by the Company, (ii) your satisfactory completion of all requested know-your-customer, anti-money-laundering, sanctions and source-of-funds checks and confirmation that you are not a Prohibited Person and are not resident in a Restricted Jurisdiction, and (iii) your provision, prior to TGE, of a compatible public wallet address and any further information reasonably requested for compliance purposes; and (c) unless and until these conditions are fulfilled and the Company confirms acceptance, no binding right to receive any Tokens arises and the Company has no obligation to issue or allocate Tokens to you.
- 6.4 Token overview and utility at TGE.** Subject to the occurrence of the TGE and satisfaction of the SAFT conditions, you may become entitled under the SAFT to receive a fixed number of EMYO Tokens, calculated by reference to technical parameters (such as the Token Access Price and any functional allocation ratios) set out in the SAFT and related materials. These parameters are used solely to determine the quantity of Tokens allocated for future functional use within the Emyo ecosystem and must not be interpreted as a discount, valuation, investment return or promise of profit. The Token is a fixed-supply digital utility token issued on BNB Chain and is intended to function only as a technical means of interaction within the Emyo ecosystem, including (where supported) as: (i) a unit of account or payment option that may be converted into or from gaming chips or similar internal settlement instruments on integrated platforms; (ii) an access and settlement medium for loyalty, reward and cashback programmes; and (iii) an eligibility or contribution metric for separate staking or engagement smart contracts. Any revenue-sharing logic, loyalty reward pool, staking arrangement or other smart-contract-based mechanism is implemented as a separate component of the ecosystem, governed by its own terms, and does not change the non-equity, non-security nature of the Token.
- 6.5 Lock-up, vesting and transfer restrictions.** Any Tokens that may be delivered under a SAFT are subject to contractual lock-up and vesting mechanics, as well as on-chain and off-chain transfer restrictions, as described in the SAFT and related materials. Without limitation, you acknowledge that: (a) no Tokens are scheduled to vest or be freely transferable at the TGE itself, and vesting will commence only after an initial lock-up period and then continue on a periodic schedule until completion; (b) during the lock-up and vesting periods you are restricted from selling, assigning, pledging or otherwise transferring legal or beneficial interests in Tokens, except to the extent that in-protocol functional uses which do not involve a change in beneficial ownership (for example, staking into designated contracts or participation in loyalty programmes) are expressly permitted by the technical implementation; and (c) both during and after the vesting period the Company may impose reasonable contractual and technical limitations on Token transfers in order to comply with applicable British Virgin Islands and other laws and regulations (including AML/CFT and sanctions requirements), to maintain network security or integrity, or to implement protocol upgrades. There is no guarantee of any exchange listing, secondary market, liquidity or transferability, and the Company has no obligation to support or seek any such listing or secondary trading venue.
- 6.6 Regulatory and legal acknowledgements (BVI).** You acknowledge that the Company is incorporated in the British Virgin Islands and operates the token issuance and SAFT offering within the framework of applicable BVI law, including the Anti-Money Laundering Regulations and Anti-Money Laundering and Terrorist Financing Code of Practice and the Data Protection Act 2021, and by reference to the Virtual Asset Service Providers Act 2022, each as amended or replaced from time to

time. Participation in any SAFT or Token allocation is not available to Prohibited Persons or to persons who are restricted, sanctioned or otherwise non-compliant under applicable BVI law, and the Company may refuse, block, suspend or terminate your participation or Token delivery, or take any other action required, in order to comply with BVI AML/CFT obligations, regulatory guidance or applicable sanctions lists. Neither the SAFT nor the Tokens confer any equity, ownership, voting, profit-sharing, dividend, revenue-sharing, redemption right, claim on assets, or any form of investment interest in the Company, any IB Group entity or any casino or gaming operator. Any loyalty rewards, cashback, staking yield, buyback-and-burn or similar mechanisms described in the Whitepaper or other materials are discretionary utility features that may be amended, suspended or discontinued at any time and must not be relied upon as guaranteed financial returns.

- 6.7 Risk of non-completion and loss.** By applying for whitelisting, signing a SAFT or participating in any Token allocation, you expressly acknowledge and accept that: (a) the TGE, the Emyo ecosystem or specific Token utilities may be delayed, modified or never launched; (b) where permitted by applicable law, the Company may return the Purchase Amount (less reasonable costs and expenses) or terminate the SAFT without delivering Tokens if you fail to satisfy compliance checks or are, or become, a Prohibited Person or otherwise ineligible; and (c) the Tokens may ultimately have limited or no practical utility or value, may be non-transferable or illiquid, and you may lose the entire amount paid in connection with the SAFT and related activities. You should not participate in any SAFT or Token allocation if you do not fully understand and accept these risks and are not prepared to bear a total loss.

7. TOKEN SYSTEM

- 7.1 Token Overview.** The Token (the “**Emyo Token**”, “**Emyo Coin**” or “**EMYO**”) is currently intended to be issued as a digital utility token on Binance Smart Chain (BSC), technically compatible with the ERC-20 standard, with an initially targeted total supply of up to 1,000,000,000 Tokens, as further described in the Whitepaper and other Information Materials. The Token is designed solely as a functional unit of access and interaction within the Emyo ecosystem and Emyo Platform (Casino 3.0), which provide a blockchain-enabled layer to support licensed gaming operators and related loyalty and engagement features. Within that ecosystem, the Token operates as a “digital chip” and internal settlement and access mechanism (for example, for payments, loyalty access, and privileges). The Token does not represent or confer any equity, ownership, debt, profit-sharing, dividend, revenue-share, cash-flow, or similar economic or governance rights in the Company, any Operator, IB Group, or any affiliate, and is not intended to constitute a security, investment contract, collective investment scheme, deposit, commodity, or other regulated financial instrument under applicable law. Any references in the Information Materials to Token supply, allocations, pricing tiers, utility features or timelines are indicative only and may be modified, updated, or discontinued by the Company at its discretion, in accordance with the SAFT and the Information Materials.

- 7.2 Token Functionality.** Following a Token Generation Event (“TGE”), and subject to technical deployment and any applicable legal or regulatory restrictions, the Token is expected to enable a range of ecosystem utilities, including (without limitation):

- (a) Payments and settlement. Use of Tokens (directly or via auto-conversion from/to stablecoins such as USDT/USDC) as an internal denomination for deposits, bets, and withdrawals within participating Operator platforms, with a target of near-instant processing and low transaction fees, as further described in the Information Materials.
- (b) Loyalty and engagement. Participation in loyalty mechanics (such as staking of Tokens in a Loyalty Pool for discretionary, promotional rewards funded from ecosystem efficiencies and reserves, not from gaming revenues), Play-to-Earn-style or activity-based bonuses.

- (c) Extended utilities. Possible future use cases, such as collateral for limited credit or pre-payment lines, tokenised jackpot participation, cross-platform portability and settlement utilities, and similar functional features that may be rolled out or modified over time.
- (d) Transparency features. Access to provably-fair verification tools for eligible games and to on-chain reporting of Token reserves, Loyalty Pool movements, and distributions, to the extent implemented by the Company.

All such utilities are functional and programmatic in nature. They are provided strictly on a discretionary and non-guaranteed basis by the Company and/or Operators, may be modified, delayed, or discontinued at any time, and do not create contractual rights to any particular feature, reward level, or economic outcome. The Token's value, if any, derives solely from its practical utility within the Emyo ecosystem; no liquidity, market price, redemption right, or financial return is promised or guaranteed. Any buyback-and-burn activity, if undertaken, is entirely discretionary, may be conducted only from Company reserves, and shall not be interpreted as price support, a redemption commitment, or a profit-distribution mechanism.

7.3 Nature of Tokens. Tokens are high-risk, experimental digital utility items intended for use only within the Emyo ecosystem by Users who understand and accept the associated risks. Acquiring, holding, or using Tokens does not create any relationship of client, depositor, investor, consumer creditor, or partner between you and the Company, any Operator, or any affiliate, and does not give rise to any fiduciary duties or advisory obligations on our part.

7.4 The Company's intention is that, under the laws of the British Virgin Islands and other relevant jurisdictions, the Token should be treated as a utility token used for access, settlement, and loyalty functions, and not as a security, regulated investment, or payment instrument. However, classifications of digital assets remain uncertain and may change over time. Authorities in some jurisdictions may treat Tokens differently than intended, including as securities or other regulated financial instruments. You are solely responsible for assessing how Tokens are characterised under the laws that apply to you and for ensuring that your acquisition and use of Tokens is lawful.

7.5 Tokens do not represent claims over any underlying assets, reserves, profits, or revenues of the Company, Operators, or any other person. There is no obligation on the Company or any other party to redeem Tokens in fiat or any other asset, to maintain any particular level of Token liquidity, or to support any trading market for Tokens. Tokens may lose all value and may be illiquid or non-transferable in practice.

7.6 Token Exchange for Chips. Within participating Operator platforms, Tokens may be used to obtain internal gaming credits or units of account ("**Chips**") for the purpose of participating in games or other value-at-risk activities offered by such Operators. The conversion of Tokens (or of other supported assets) into Chips, and the redemption of Chips back into Tokens, stablecoins, or fiat currencies, are processes managed solely by the relevant Operator or its payment partners under their own terms and conditions and under applicable local law.

7.7 Chips are a virtual denomination used exclusively for gameplay and related functionality within a given Operator environment. They do not represent Tokens, fiat currency, or any claim against the Company. Conversion rates, fees, minimum and maximum limits, eligible assets, and timing of crediting or redemption are determined by the Operator, may differ between platforms, and may be changed, suspended, or discontinued at any time.

7.8 The Company does not:

- (a) guarantee that any particular Operator will offer Token-to-Chip or Chip-to-Token conversion;
- (b) guarantee any fixed or minimum conversion rate between Tokens, Chips, and any other asset;

- (c) act as a casino, gaming operator, payment institution, or money remitter in connection with such conversions; or
- (d) assume any liability for delays, failed transactions, chargebacks, or losses arising from your dealings with Operators or their payment providers.

7.9 Your ability to exchange Tokens for Chips (and vice versa) may be restricted by geo-blocking, KYC/AML checks, sanctions screening, or local regulatory requirements.

8. OPERATION OF BLOCKCHAIN NETWORKS AND PROTOCOLS

8.1 The Emyo Token and related smart contracts (including, where applicable, loyalty, staking, jackpot) operate on public blockchain networks that are not owned, operated, or controlled by the Company. In general, such underlying protocols are open-source, and any person may use, copy, modify, or distribute them. By using the Platform or interacting with the Emyo ecosystem, you acknowledge and agree that:

- (a) the Company is not responsible for the operation, security, availability, or performance of any underlying blockchain protocols (including BNB Chain / Binance Smart Chain or any other network on which EMYO may be issued or bridged), and makes no guarantee as to their functionality, uptime, or fitness for any purpose; and
- (b) such protocols are subject to sudden changes in operating rules (including “forks”, upgrades, rollbacks, parameter changes, or shutdowns) that may materially affect the value, function, name, or other attributes of EMYO and any associated digital items.

8.2 In the event of a fork, upgrade, or other protocol-level event, the Company may, in its sole discretion and without liability to you and with or without prior notice: (a) temporarily suspend or restrict some or all Emyo Services; (b) decide whether, and to what extent, to support one or more branches, versions, or representations of EMYO; and (c) adjust technical integrations, user interfaces, or token contracts as it considers appropriate. The Company has no obligation to support any particular forked asset, side chain, or wrapped version of EMYO, and shall have no responsibility for any asset or protocol that it elects not to support.

8.3 You are solely responsible for informing yourself about upcoming protocol changes and for evaluating, based on publicly available information and your own professional advice, whether and how to continue using EMYO and related contracts. You acknowledge and accept the risks associated with protocol-level changes and agree that the Company is not liable for any loss of value, loss of access, or other damage you may suffer as a result of such changes or of the Company’s response to them.

8.4 **Emyo Platform Processes and Prohibited Conduct.** The Company provides technology and smart-contract infrastructure to facilitate your interaction with EMYO and the Emyo ecosystem. The Company does not operate a multi-asset exchange, brokerage, or client-asset custody platform and does not act as your fiduciary or investment adviser.

8.5 You and all other users are strictly prohibited from engaging, in connection with the Emyo ecosystem, in fraudulent, manipulative, or abusive activity, including but not limited to: market manipulation, wash trading, spoofing, insider trading in listed EMYO, front-running, use of non-public information from the Company or IB Group, or any activity intended to distort price discovery or mislead other participants. The Company may report suspected misconduct to competent authorities and may restrict or terminate access to the Platform where such activity is suspected.

8.6 **On-Chain Transactions, Irreversibility and Delays.** Interactions with EMYO are generally executed directly on public blockchains via your own wallet or via integrated Operator systems. Once

a transaction has been broadcast to the network, it is typically irreversible and cannot be cancelled or changed by the Company.

8.7 You acknowledge and agree that:

- (a) blockchain confirmations and settlement times are outside the Company’s control and may be delayed due to network congestion, technical issues, or protocol-level events;
- (b) any on-chain EMYO transaction, once included in a block and confirmed by the network, is final and cannot be reversed by the Company; and
- (c) the Company has no obligation to compensate you for failed, delayed, or incorrectly addressed on-chain transactions (including where you have made an error in specifying a destination address, network, or amount).

8.8 Where Operators or third-party service providers convert between EMYO, Chips, stablecoins, or fiat, such conversions and any related reversals or refunds are governed exclusively by their own terms and applicable law. The Company is not a party to those payment flows and bears no responsibility for their execution, timing, or reversals.

8.9 **Third-Party Platforms, Goods and Services.** The Platform may reference, integrate with, or provide links to third-party platforms, casinos, wallets, DeFi protocols, payment processors, or other services (“**Third-Party Services**”). The Company does not control, endorse, or assume responsibility for any Third-Party Services, their operators, or any goods or services that you may acquire or use via such Third-Party Services.

8.10 If you experience a problem with any goods, services, or value-at-risk activities provided by Third-Party Services, you must resolve the dispute directly with the relevant third party. The Company is not responsible for ensuring that any third party will complete a transaction or is authorised to do so and shall not be liable for any loss, damage, or dispute arising from your dealings with Third-Party Services, even where they are accessed via the Platform or are branded as “partners” of the Emyo ecosystem.

8.11 **Promotions, Loyalty Mechanics and Reward Points.** From time to time, the Company or Operators may conduct promotions, airdrops, loyalty campaigns, tournaments, referral programs, reward-point systems, or other incentives (collectively, “**Promotions**”). Promotions may include, by way of example, allocation of EMYO bonuses, “cashback” style rewards, loyalty points.

8.12 You acknowledge and agree that:

- (a) all Promotions are discretionary, may be subject to specific eligibility and geographic criteria, and may be modified, suspended, or cancelled at any time without notice;
- (b) no Promotion is guaranteed to any user, and the Company has no obligation to make any particular Promotion available to you or to all users on the same terms;
- (c) any internal scoring, “loyalty points”, tiers, or similar metrics (including any system analogous to “Karma”) are purely promotional utilities, have no monetary value, and do not constitute property, securities, or claims against the Company or IB Group; and
- (d) receipt of any Promotion does not create any expectation of continued availability, future rewards, or financial return.

8.13 Where Promotions involve third-party providers, you may be required to accept that provider’s terms of service. The Company is not responsible for the design, security, or performance of such external services.

8.14 Fees and Other Remuneration. The Company may receive compensation for providing Emyo Services, including, without limitation, by:

- (a) charging fixed or percentage-based service fees for certain on-platform actions or integrations;
- (b) receiving a spread or technical fee in connection with EMYO-related conversions carried out by Operators or payment partners; and/or
- (c) sharing in economic efficiencies or referral arrangements within the ecosystem.

8.15 Network fees (e.g., gas fees) are charged by the underlying blockchain networks or by Operators and are outside the Company's control; they may vary depending on network congestion and other factors. Where applicable, any Platform-level fees payable to the Company will be disclosed to you in a clear manner (for example, in the interface or in applicable program rules) before you confirm the relevant action. Fees are generally non-refundable, except where required by applicable law or expressly agreed by the Company in writing. You are solely responsible for any additional fees charged by your wallet provider, exchange, bank, or other service providers you use.

9. KYC/AML AND SANCTIONS COMPLIANCE

9.1 Compliance framework. The Company operates from the British Virgin Islands and is required to comply with applicable anti-money laundering, counter-terrorist financing, and sanctions regimes, including the BVI Anti-Money Laundering Regulations and the Anti-Money Laundering and Terrorist Financing Code of Practice, the Data Protection Act 2021, and any related guidance issued by competent BVI authorities, as well as other applicable laws in relevant jurisdictions.

9.2 KYC/AML Information and your obligations. Where required by applicable law or by our internal policies, we will collect and process "KYC/AML Information" (as defined in these Terms) about you and, where relevant, your beneficial owners or controllers. This may include identity documents, source-of-funds/source-of-wealth evidence, sanctions and adverse-media checks, and other information reasonably requested for risk assessment and regulatory compliance. You agree to:

- (a) provide all requested KYC/AML Information within the time frames specified by us or our verification partners;
- (b) ensure that such information is accurate, complete, and up to date; and promptly notify us of any change in circumstances that could affect your risk profile, sanctions status, or classification as a Prohibited Person.

9.3 Failure to provide requested KYC/AML Information, or providing false or misleading information, may result in refusal, suspension, or termination of your access to the Platform, Whitelisting, SAFT participation, and any Token-related activities.

9.4 Prohibited Persons and restricted users. We will not onboard or will restrict, suspend, or terminate Users who are or become Prohibited Persons, or whose participation would breach applicable AML/CFT or sanctions rules. This includes, without limitation, persons who: (a) cannot or will not satisfy our KYC/AML requirements; (b) are resident or located in restricted or sanctioned jurisdictions; or (c) appear on, or are controlled by persons on, relevant sanctions or terrorism lists maintained by the United Nations, United States, United Kingdom, European Union, or other competent authorities.

9.5 If we determine, acting in good faith and on reasonable grounds, that you are or have become a Prohibited Person or are involved in suspicious activity, we may, to the extent required or permitted by law, freeze or block funds, suspend any rights you may otherwise have had in respect of Tokens or

allocations, and terminate your access to the Platform and, where applicable, any SAFT or other arrangements.

- 9.6** Use of third-party providers. We may engage independent third-party service providers to perform identity verification, sanctions screening, transaction monitoring, and related AML/CFT services. These Third-Party Services will process only such Personal Data and KYC/AML Information as is necessary to perform their functions on our behalf and are subject to appropriate contractual safeguards, as further described in our Privacy Policy. Your use of such Third-Party Services may also be subject to their own terms and privacy policies.
- 9.7** Law-enforcement and regulatory cooperation. You acknowledge and agree that the Company may, where required or permitted by applicable law, disclose KYC/AML Information and other relevant data to competent authorities, courts, or regulators, and may act strictly in accordance with their instructions. This may include retaining, freezing, forfeiting, or returning funds, delaying or blocking Token distributions, and declining to process specific transactions. You will have no claim against the Company for any loss arising from actions taken in good-faith compliance with legal or regulatory obligations.
- 9.8** Consequences of non-compliance. To the extent permitted by applicable law, if you fail to satisfy our KYC/AML or sanctions requirements, or if you are or become a Prohibited Person or are associated with Prohibited Activities, the Company may, without prejudice to any other rights, in its sole discretion:
- (a) refuse, suspend, or terminate your access to the Platform, Whitelisting, Loyalty Programs, or other Emyo Services;
 - (b) refuse to enter into, or terminate, any SAFT or similar agreement;
 - (c) suspend, withhold, or cancel the issue, delivery, or transfer of any Tokens; and/or
 - (d) take any other actions reasonably necessary to comply with applicable AML/CFT and sanctions requirements.
- 9.9** Any return of funds in such circumstances will be made only if and to the extent permitted by applicable law and any binding order or instruction of a competent authority, and the Company shall have no obligation to deliver Tokens or provide compensation where participation is refused or terminated for AML/CFT or sanctions reasons.

10. STAKING (SEPARATE AGREEMENT)

- 10.1** Upon User request, an affiliate of EMYO LIMITED may make available an optional staking program which allows eligible EMYO holders to lock or delegate their Tokens to a designated smart contract in order to access certain functional rewards (the “**Staking Program**”). Participation in the Staking Program is entirely voluntary.
- 10.2** If you decide to participate in any Staking Program, you expressly acknowledge and agree that such participation is subject to, and governed solely by, the **Staking Terms of Use** (as amended from time to time), which apply in addition to these Terms and prevail in the event of any conflict with respect to staking-specific matters.

11. GAMEPLAY AND USE OF CHIPS

- 11.1** Role of Chips. Chips are virtual gaming units or credits used within participating Operator platforms to place bets, enter games, participate in tournaments, and access other interactive experiences. Chips have no standalone monetary value outside the relevant Operator environment and do not constitute

Tokens, fiat currency, or stored value. Any reference to “**Chips**” in these Terms is for convenience only and does not imply that the Company operates or offers gambling services.

- 11.2** Relationship between Tokens, Chips, and Operators. Where enabled by an Operator, you may use Tokens (or other supported assets) to obtain Chips and, subject to the Operator’s rules and local law, may redeem Chips back into Tokens, stablecoins, or fiat via that Operator or its payment partners. All such exchanges, as well as the rules of gameplay, odds, payouts, house edge, bonus conditions, and dispute-resolution mechanisms, are set and administered solely by the relevant Operator and not by the Company.
- 11.3** The Company provides technology integrations and token-related infrastructure only and does not control, operate, or supervise game logic, random-number generators, bet settlement, or payout processes. Any concerns regarding games, Chips, or payouts must be addressed to the applicable Operator under its own terms and regulatory framework.
- 11.4** Risk of Loss and Responsible Gameplay. Using Chips in connection with games or other value-at-risk activities carries a high risk of losing the entire amount associated with those Chips. You should only participate if you can afford to lose the sums involved and if such participation is legal in your jurisdiction. You are solely responsible for:
- (a) ensuring that any gameplay or Chip-based activity is lawful and appropriate for you;
 - (b) setting and respecting your own loss limits and play time; and
 - (c) using any self-exclusion, spend-limit, or other responsible-gaming tools made available by Operators or Third-Party Services.
- 11.5** The Company does not provide gambling advice, does not encourage excessive or irresponsible gameplay, and is not liable for any financial or personal consequences arising from your use of Chips.
- 11.6** No Guarantee of Availability or Outcomes. The availability of Chips, games, tournaments, jackpots, bonuses, and other gameplay features is not guaranteed and may be modified, suspended, or withdrawn at any time by the relevant Operator or by the Company (for example, due to regulatory, technical, or commercial reasons). No specific game outcome, payout level, jackpot size, or promotional reward is promised or assured.
- 11.7** Game outcomes are determined by the game rules and systems of the Operator (which may include random number generators or other mechanisms) and may be subject to oversight by applicable gaming regulators. The Company does not warrant the fairness, legality, or fitness for purpose of any particular game or Operator environment and is not responsible for your losses or disputes with Operators.

12. INTELLECTUAL PROPERTY

- 12.1 Ownership.** All content; logos, trademarks, designs, software code and other materials displayed on the Platform are owned by the Company or its licensors.
- 12.2 Limited licence.** Subject to these Terms, the Company grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for its intended purposes.
- 12.3 Restrictions.** You must not:
- (a) copy, modify, distribute, sell, lease, or create derivative works of the Platform or any part of it;

- (b) reverse engineer, decompile or attempt to extract source code from any software associated with the Platform, except to the extent permitted by law;
- (c) use any Company trademarks without prior written consent.

13. RISK DISCLOSURES

13.1 General. Using the Emyo Services, holding or using Tokens, and participating in any Token- or Chip-related activity all involve a high degree of risk. You should only participate if you fully understand these risks and can afford to lose all amounts spent on or connected with the project.

13.2 Project, governance and DAO risks. The Emyo project is early-stage. Features, integrations, tokenomics and timelines may change or never be delivered. The project could fail for many reasons (lack of adoption, funding issues, regulatory pressure, technical problems, internal mistakes). If any decentralised governance structure or DAO is introduced in the future, you acknowledge that:

- (a) decisions may be made by other participants whose interests differ from yours;
- (b) governance may be influenced by a small number of large Token holders;
- (c) proposals adopted by a DAO may have negative consequences for the Tokens or the Emyo Services, including changes to fees, utilities, or allocation of resources.

You have no guarantee that governance outcomes will align with your expectations or interests.

13.3 Legal and regulatory risks. Digital assets and related services are heavily regulated or restricted in many jurisdictions. Laws and policies can change quickly. New rules may:

- (a) restrict or prohibit certain uses of Tokens;
- (b) require additional licensing, registrations, or KYC/AML measures;
- (c) force the Company to limit, modify, or discontinue some or all Emyo Services in certain countries.

Authorities may also treat Tokens differently than intended (for example, as securities or financial instruments). This can affect your rights, your ability to use Tokens, and their value.

13.4 Technology and smart-contract risks. Tokens and the Emyo Services rely on public blockchains and smart contracts, which may contain bugs, design flaws, or security vulnerabilities. Networks can suffer from congestion, forks, attacks, or other failures. Smart-contract errors or exploits can lead to partial or total loss of Tokens, unexpected Token behaviour, or disruption of services. Even with testing and audits, no one can guarantee that such issues will never occur.

13.5 Market and liquidity risks. There is no guarantee that Tokens will be listed on any exchange, that a market will develop, or that you will be able to buy or sell Tokens at any particular price. If a market does exist, Token prices may be highly volatile and may fall to zero. Liquidity can disappear abruptly, and exchanges can unilaterally suspend or delist Tokens.

13.6 Wallet, custody and cybersecurity risks. You are responsible for your own wallet security (private keys, seed phrases, devices). If you lose access to your wallet or disclose your seed phrase (for example, due to phishing or malware), your Tokens may be lost permanently. Third-party custodians or exchanges can be hacked, become insolvent, or freeze withdrawals. The Company does not control such third parties and cannot recover lost assets.

13.7 Chips and gameplay risks. Using Chips in connection with interactive experiences, games, or other value-at-risk activities involves the possibility of losing the entire amount associated with such Chips

and may encourage behaviour that is financially or personally harmful if not managed responsibly. You are solely responsible for ensuring that any such activity is appropriate and lawful for you and for using any available self-control or spending-limit tools offered by relevant Third-Party Services. The Company does not control game rules, outcomes, or payouts and is not liable for your losses arising from such activities.

- 13.8 Your responsibility.** You are solely responsible for assessing whether participation in the Emyo Services is suitable for you, for obtaining independent legal, financial, and tax advice, and for complying with all laws that apply to you. If you do not fully understand or accept the risks described in this section, you should not purchase, hold, or use Tokens and should not engage in any related interactions with the Emyo Services.

14. THIRD-PARTY SERVICES

- 14.1** The Platform may display or link to third-party services (e.g., Casino Operators, exchanges, wallets, analytics providers). The Company does not endorse or control these third parties and is not responsible for:
- (a) their content or terms;
 - (b) their performance or security;
 - (c) any loss arising from your use of them.

Your use of third-party services is at your own risk and subject to their own terms and privacy policies.

15. DISCLAIMERS

- 15.1 Disclaimer of Warranties.** The Site and Token information are provided “AS IS” and “AS AVAILABLE” without warranties of any kind, express or implied, including merchantability, fitness for purpose, or non-infringement. We do not endorse or guarantee any third-party links or services.
- 15.2 Limitation of Liability.** To the fullest extent permitted by law, we, our affiliates, and service providers shall not be liable for any indirect, incidental, consequential, or punitive damages arising from your use of the Site, Whitelisting, SAFT, or Tokens (e.g., lost profits, data loss). Total liability is capped at the amount you paid us in the prior 12 months (or \$100 if none).
- 15.3 Force Majeure.** We are not liable for delays due to events beyond our control (e.g., blockchain disruptions, regulatory changes).
- 15.4 Blockchain Disclaimer.** The Company operates on blockchain technology. By using the Emyo Services, you acknowledge and understand the following:
- (a) **Public Nature of Blockchain.** Transactions recorded on public blockchains (including Wallet Addresses, transaction hashes, timestamps, staking activity, and smart-contract interactions) are publicly visible and cannot be deleted, altered, or hidden by the Company. This visibility is inherent to blockchain architecture and is outside the Company’s control.
 - (b) **Self-Custody Wallets.** When you connect a wallet (e.g., MetaMask, Trust Wallet, or any similar provider), the Company does not control that wallet, cannot access your private keys, and is not responsible for security or data-processing practices of wallet providers.
 - (c) **Irreversible Transactions.** Blockchain transactions are generally irreversible. The Company cannot modify, reverse, refund, or cancel transactions that are broadcast to the network, nor can it prevent third parties from viewing publicly available on-chain information.

- (d) **Third-Party Blockchain Providers.** Certain technical operations depend on external blockchain infrastructure (such as RPC endpoints, node operators, or blockchain explorers). These Third-Party Services may collect limited technical information as part of their normal functioning and operate according to their own terms and privacy policies.
- (e) **Risk of Correlation.** Even if the Company does not identify individuals based on Wallet Addresses, third parties may attempt to correlate blockchain data with other publicly available information. The Company is not responsible for such external analysis.

By using the Emyo Services, you understand that blockchain-based data processing differs fundamentally from traditional centralized systems and may involve unique transparency, immutability, and disclosure characteristics inherent to decentralized networks.

16. INDEMNIFICATION AND LIMITATION OF LIABILITY

16.1 To the fullest extent allowed by applicable law, you agree to indemnify and hold the EMYO Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) (collectively, the "**Losses**") arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party with access to your Account), (b) your violation (including any violations by a third party with access to your Account) of these Terms or applicable law, (c) your violation (including any violations by a third party with access to your Account) of a third-party's rights, (d) any amounts awarded against or required to be paid by any Emyo in connection with any dispute between or involving you and another User; (e) any Content you (or a third party with access to your Account) shared with other Users through the Services; (f) you or your Permitted Users' negligence, willful misconduct or fraud; and (g) any other party's access and use of the Services with your Account. In the event of such a claim, suit, or action ("**Claim**"), we will attempt to provide notice of the Claim to any contact information we have for you, if applicable (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder). You shall pay all reasonable attorneys' fees, court costs, settlements, disbursements and other defense costs in connection with the Losses arising under this paragraph. Your obligations under the foregoing indemnity may not be offset against any other claim you may have against any Emyo. You agree that the provisions in this paragraph will survive any termination of your Account(s) or the Services.

16.2 Liability Limitations. DESPITE ANYTHING ELSE STATED IN THESE TERMS, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL EMYO (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS OR REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS, LOSS OF REPUTATION, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU AS FEES TO EMYO IN CONNECTION WITH THE SERVICES IN THE NINETY (90) DAY PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

16.3 Despite anything else stated in these Terms, we shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to:

- (a) The ownership, validity or genuineness of any digital asset;

- (b) The collectability, insurability, effectiveness, marketability or suitability of any digital asset;
- (c) Transactions you conduct or attempt to conduct using our Services; or
- (d) Losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond our control, including without limitation: the failure of the Ethereum network or a particular application; acts of God; action or inaction of civil or military authority; public enemy; war; terrorism; riot; fire; flood; sabotage; epidemics or pandemics; labor disputes; civil commotion; interruption, loss or malfunction of utilities, transportation, computer or communications capabilities; insurrection; elements of nature; or non-performance by a third party.

16.4 We do not limit our liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or other liability that cannot be excluded or limited by law.

17. TERMINATION

17.1 **Our rights.** We may, in our sole discretion and without liability to you, suspend, restrict, disable, or terminate your access to the Site, the Platform, any Emyo Services, or your Account (in whole or in part) at any time, with or without prior notice, for any reason, including (without limitation): (a) any actual or suspected breach of these Terms or of any additional terms, policies, or programme rules; (b) use of the Platform from a Restricted Jurisdiction or by a Prohibited Person; (c) failure to satisfy or maintain KYC/AML, sanctions, or other compliance checks; (d) suspected fraud, market abuse, or other unlawful conduct; or (e) technical, security, or operational reasons.

17.2 **Your rights.** You may terminate these Terms at any time by ceasing all access to and use of the Platform and, where applicable, closing your Account in accordance with any procedures we may specify.

17.3 **Effect of termination.** Upon any suspension or termination of your Account or access to the Platform, all rights and licences granted to you under these Terms will immediately cease, and you must stop using the Platform. Suspension or termination will not affect: (a) any rights, obligations, or liabilities that have accrued up to the date of suspension or termination; or (b) the validity or enforceability of any separate agreement between you and the Company (including any SAFT), which will continue to be governed by its own terms. Sections that by their nature are intended to survive (including, without limitation, disclaimers, limitations of liability, indemnities, governing law and dispute resolution, intellectual property, and risk disclosures) shall continue in full force and effect.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 **Governing law.** These Terms, and any non-contractual obligations arising out of or in connection with them, are governed by and shall be construed in accordance with the laws of the British Virgin Islands, without giving effect to any choice-of-law or conflict-of-laws rules that would result in the application of the laws of any other jurisdiction.

18.2 **Arbitration.** Any dispute, controversy, or claim arising out of or in connection with these Terms, the Platform, or your use of the Emyo Services (including any question regarding their existence, validity, interpretation, performance, or termination) shall be finally resolved by arbitration under the Rules of the BVI International Arbitration Centre (“**BVI IAC**”), which rules are deemed to be incorporated by reference into this clause. The arbitral tribunal shall consist of one (1) arbitrator, the seat (legal place) of arbitration shall be Road Town, Tortola, British Virgin Islands, and the language of the arbitration shall be English.

18.3 Waiver of class actions and jury trials. To the fullest extent permitted by applicable law, you and the Company agree that: (a) any arbitration shall be conducted only on an individual basis and not as a class, collective, representative, or group proceeding; and (b) you and the Company each irrevocably waive any right to a trial by jury or to participate as a plaintiff or class member in any purported class, collective, or representative proceeding relating to any dispute arising out of or in connection with these Terms or the Platform.

19. CHANGES TO THE TERMS

19.1 Right to amend. The Company may amend, update, or replace these Terms from time to time. The most current version will be posted on the Platform with a revised “Last updated” date.

19.2 Notice of material changes. Where we make changes that we consider, in our reasonable opinion, to be material, we will use reasonable efforts to notify you, for example by email (if you have provided one) and/or by displaying a notice within the Platform. However, it is your responsibility to review the Terms regularly to ensure that you are aware of the current version.

19.3 Acceptance of changes. Unless otherwise stated in the updated Terms, changes will take effect when they are posted on the Platform. By continuing to access or use the Platform after the updated Terms become effective, you are deemed to have read, understood, and accepted the changes. If you do not agree with the updated Terms, you must immediately stop using the Platform and, where applicable, refrain from participating in any Token-related, whitelisting, SAFT, or other Emyo ecosystem activities governed by these Terms.

20. CONTACT

INFORMATION

If you have any questions about these Terms or wish to exercise any rights related to your data or account, you may contact us at: legal@emyo.io

BY USING THE SITE, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THESE TERMS