

# Secured Finance Terms of Use

Last Updated: February 20, 2025

Please review these Terms of Use (“**Terms**”) carefully, as they set forth the legally binding terms and conditions that govern a user’s (“**you**,” “**your**,” or “**User**”) use and access to our web-hosted user interface located at <https://secured.finance> (the “**Interface**” or “**Platform**”), including related trademarks, software code, and other intellectual property. The Interface provides a means for Users to access products and services on a decentralized blockchain network. These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Interface.

The Interface is a copyrighted work belonging to SFF Holdings S.A. (“**Company**,” “**Secured Finance**,” “**us**,” “**our**,” and “**we**”), a company incorporated in the Republic of Panama. Your submission of information, including personally identifiable information or personal data (“**Personal Data**”), through or in connection with the Interface is governed by the terms of our privacy policy as updated from time to time, available at <https://docs.secured.finance> (“**Privacy Policy**”). All such additional terms, guidelines, and rules, including our Privacy Policy, are incorporated by reference into these Terms.

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THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE INTERFACE. BY CLICKING “CONNECT WALLET,” OR OTHERWISE ACCESSING OR USING THE INTERFACE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), INCLUDING, WITHOUT LIMITATION, THE MANDATORY ARBITRATION PROVISION IN SECTION 16. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE THE INTERFACE.

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Please carefully review the disclosures and disclaimers set forth in Section 14 in their entirety before using any software initially developed by Secured Finance. The information in Section 14 provides important details about the legal obligations associated with your use of the Interface.

## 1. Description of the Interface

**1.1.** Secured Finance is a company that builds interface tooling to allow individuals to easily access finance-oriented smart contracts on decentralized blockchain networks. The Interface integrates with smart contracts developed by third parties who are not under our control.

**1.2.** In order to use certain features of the Interface, you must use a non-custodial wallet software, which allows you to interact with public blockchains. Your relationship with that non-custodial wallet provider is governed by the applicable terms of service. You understand and acknowledge the underlying blockchain protocol accessed through the Interface is not provided by Secured Finance. As such, we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. By connecting your wallet to our Interface, you agree to be bound by these Terms and all of the terms incorporated herein by reference.

**1.3.** The following features accessible through the Interface interact with smart contracts developed by third parties: the functionality permitting deposit of \$FIL in exchange for \$USDFC (“**Trove**”), the list of “risky troves” and any related liquidation functionality (“**Liquidation**”), and the smart contracts permitting the swap of one digital asset for another (“**Bridge**”) (together, the “**Smart Contracts**”). The Interface is distinct from the Smart Contracts and is one, but not the exclusive, means of accessing the Smart Contracts. Secured Finance does not control or operate any of the Smart Contracts on any blockchain network. By using the Interface, you understand that you are not buying or selling digital assets from us and that we do not operate any liquidity pools or control trade execution related to any Smart Contracts. As a general matter, Secured Finance is not a liquidity provider into liquidity pools related to any Smart Contracts and liquidity providers are independent third parties. Any integration with Smart Contracts may subject your use of those Smart Contracts to additional terms; it is your responsibility to understand the consequences of using Smart Contracts developed by third parties.

**1.4.** You may sign out of the Interface by clicking your wallet address on the Interface and choosing “Disconnect.”

## **2. Use of the Interface**

**2.1.** As a condition to accessing or using the Interface, you represent and warrant to Secured Finance the following:

- a) if you are entering into these Terms as an individual, then you are at least 18 years old or of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them;
- b) if you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity’s behalf, in which case “you” (except as used in this paragraph) will mean that entity;
- c) you are the exclusive beneficial and/or legal owner of any digital asset used or to be used for the purchase or sale of any digital asset on the Interface;
- d) you are not a resident, national, or agent of any country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, “**Restricted Territories**”);
- e) you have not been placed on any sanctions list maintained by any government (collectively, “**Sanctions Lists Persons**”); and you will not use our Interface to conduct any illegal or illicit activity;
- f) you do not intend to transact with any Restricted Territory or Sanctions List Person;
- g) you do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Interface; and
- h) your access to the Interface is not (a) prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative

authority having jurisdiction over Secured Finance, you, the Interface, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, “**Applicable Laws**”); or (b) contribute to or facilitate any illegal activity.

### **3. Fees and Price Estimates**

**3.1.** In connection with your use of the Interface, you are required to pay all gas fees necessary for interacting with the underlying blockchain network, as well as all other fees reflected on the Interface, if any. The value of the gas fee changes, often unpredictably, and is entirely outside of the control of Secured Finance. Although we attempt to provide accurate fee information, this information reflects our estimates of fees, which may vary from the actual fees paid to use the Interface and interact with the underlying blockchain. You acknowledge and agree that the gas fee is non-refundable under all circumstances.

### **4. Prohibited Activity**

**4.1.** You may not use the Interface to engage in the categories of activity set forth below (“**Prohibited Uses**”). The specific activities set forth below are representative, but not exhaustive, of Prohibited Uses. By using the Interface, you confirm that you will not use the Interface to do any of the following:

- a) violate any Applicable Laws including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs;
- b) engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Law, including but not limited to use of Secured Finance’s intellectual property, name, or logo, including use of Secured Finance’s trade or service marks, without express consent from Secured Finance or in a manner that otherwise harms Secured Finance, or any action that implies an untrue endorsement by or affiliation with Secured Finance;
- c) use the Interface in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Interface, or that could damage, disable, overburden, or impair the functioning of the Interface in any manner;
- d) circumvent any content-filtering techniques, security measures or access controls that Secured Finance employs on the Interface, including, without limitation, through the use of a VPN;
- e) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Interface or to extract data, or introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Interface;
- f) provide false, inaccurate, or misleading information while using the Interface or engage in activity that operates to defraud Secured Finance, other Users of the Interface, or any other person;
- g) use or access the Interface to transmit or exchange cryptoassets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion;
- h) use the Interface in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory,

fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;

- i) use the Interface from a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the Interface is prohibited;
- j) harass, abuse, or harm of another person or entity, including Secured Finance's employees and service providers;
- k) impersonate another User of the Interface or otherwise misrepresent yourself; or
- l) encourage, induce or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 4 or any other provision of these Terms.

## **5. Proprietary Rights**

**5.1.** Subject to these Terms, Secured Finance grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Interface in accordance with these Terms. You agree that you will not use, modify, distribute, tamper with, reverse engineer, disassemble or decompile the Interface for any purpose other than as expressly permitted pursuant to these Terms. Except as set forth in these Terms, we grant you no rights to any of our products, including any intellectual property rights. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Interface and its content are owned by Secured Finance. Neither these Terms (nor your access to the Interface) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms. Secured Finance and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

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

**5.3.** You acknowledge and agree that Secured Finance will have no obligation to provide you with any support or maintenance in connection with the Interface.

## **6. Third-Party Links**

**6.1.** The Interface may provide links to other World Wide Web or accessible Apps, applications, or resources. You acknowledge and agree that Secured Finance is not responsible for the availability of such external Apps, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Apps or resources. You further acknowledge and agree that Secured Finance shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such Interface or resource.

## **7. Non-Custodial and No Fiduciary Duties**

- 7.1.** The Interface is a purely non-custodial application, meaning we do not ever have custody, possession, or control of your digital assets at any time. It further means you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold and you should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no

representations or warranties regarding how any of our Products will operate with any specific wallet. Likewise, you are solely responsible for any associated wallet and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised. For the avoidance of doubt, any references herein to a "wallet" shall include the Uniswap Wallet.

- 7.2. These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Terms.

## **8. Tax Obligations and Compliance**

- 8.1. Our Interface may not be available or appropriate for use in your jurisdiction. By accessing or using it, you agree you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. Specifically, your use of the Interface may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions. It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.
- 8.2. We are not registered with any regulatory agency as a securities exchange or in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf. We also do not facilitate the execution or settlement of your trades, which occur entirely on public distributed blockchains.

## **9. Modification, Suspension, and Termination**

- 9.1. We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable (temporarily or permanently) the Interface, in whole or in part, for any reason whatsoever.
- 9.2. You acknowledge and agree that Secured Finance will have no obligation to provide you with any support or maintenance in connection with the Interface.
- 9.3. Upon termination of your access, your right to use the Interface will immediately cease. We will not be liable for any losses suffered by you resulting from any modification to the Interface or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the Interface.
- 9.4. Subject to this Section, these Terms will remain in full force and effect while you use or access the Interface. We may suspend or terminate your rights to use or access the Interface at any time for any reason at our sole discretion, including for any use of the Interface in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Interface will terminate immediately.

## **10. Accuracy of Information**

- 10.1. We attempt to ensure that the information that we provide on the Interface is complete, accurate and current. Despite our efforts, the information on the Interface may occasionally be inaccurate,

incomplete or out of date. We make no representation as to the completeness, accuracy or correctness of any information on the Interface, including any information provided by a third party pricing oracle or other third party.

## **11. Risks**

**11.1.** Blockchain networks use public/private key cryptography. You alone are responsible for securing your private key(s). We do not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to cryptoassets on the underlying blockchain or other blockchain-based network. Neither Secured Finance nor any other person or entity will be able to retrieve or protect your cryptoassets. If your private key(s) are lost, then you will not be able to transfer your cryptoassets to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the cryptoassets that you may hold.

**11.2.** Cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to cryptoassets and the Interface, and could result in the theft or loss of your cryptoassets.

**11.3.** The underlying blockchain remains under development, which creates technological and security risks when using the Interface in addition to uncertainty relating to cryptoassets and transactions therein. You acknowledge that the cost of transacting on the underlying blockchain is variable and may increase at any time causing impact to any activities taking place on the underlying blockchain, which may result in price fluctuations or increased costs when using the Interface.

**11.4.** The Interface remains under development, which creates technological, trading, and other risks when using or accessing the Interface. You acknowledge and understand that the Interface is subject to flaws and that you are solely responsible for evaluating any code provided by the Interface. These risks include, among others, delays in trades, withdrawals, and deposits resulting from the servers of Secured Finance being offline; or an incorrect display of information on the Interface in the case of server errors. You acknowledge that these risks may have a material impact on your transactions using the Interface, which may result in, among other things, failing to fulfill transactions at your desired price or at all. This warning and others Secured Finance provides in these Terms in no way evidence or represent an on-going duty to alert you to all of the potential risks of using or accessing the Interface.

**11.5.** Although we intend to provide accurate and timely information on the Interface, the Interface and other information available when using the Interface may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Interface are your sole responsibility. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any pricing information distributed via the Interface. Prices and pricing information may be higher or lower than prices available on platforms providing similar services.

**11.6.** Any reference to a type of digital asset on the Interface does not indicate our approval or disapproval of the technology on which the digital asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of digital asset.

**11.7.** Transactions entered into in connection with the Interface are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Interface at your own risk.

The risk of loss in trading cryptoassets can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. By using or accessing the Interface, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying cryptoassets. You represent and warrant that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Interface or any digital asset. You represent that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; cryptoassets, including the usage and intricacies of native cryptoassets, smart contract-based tokens, such as those that are issued on the underlying blockchain; and systems that interact with blockchain-based networks. You accept all consequences of using the Interface, including the risk that you may lose access to your cryptoassets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Interface for performing digital asset transactions.

**11.8.** We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information, which may not be in your best interests. The Interface and your cryptoassets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Secured Finance to continue to make available any portion(s) of the Interface which rely on any Secured Finance proprietary software and, thus, could impede or limit your ability to access or use the Interface.

**11.9.** You hereby acknowledge and agree that Secured Finance will have no responsibility or liability for, the risks set forth in these Terms. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Secured Finance, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth herein.

## **12. Personal Data**

**12.1.** Consent to access, processing and storage of your personal data. You consent to us accessing, processing and retaining any Personal Data you provide to us when accessing our Interface. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws, and regulations. You can withdraw your consent at any time by notifying us at [legal@secured.finance](mailto:legal@secured.finance). However, we may retain and continue to process your Personal Data for other purposes. Please see our Privacy Policy, which is incorporated herein by reference and available here at <https://docs.secured.finance> for further information about how we process your Personal Data, and the rights you have in respect of this.

## **13. Indemnification**

**13.1.** You will defend, indemnify, and hold harmless Secured Finance, its affiliates, and its and its affiliates' respective stockholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers, and contractors (collectively, "**Indemnified Parties**") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of, or conduct in connection with, the Interface; (b) your violation of these Terms; or (c) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Secured Finance (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Secured Finance wishes to settle, and if so, on what terms, and you agree to cooperate with Secured Finance in the defense.

## **14. Disclosures; Disclaimers**

**14.1.** Secured Finance shall not be responsible in any way for any transactions you enter into through the Interface. You agree that Secured Finance will not be liable for any loss or damages of any sort incurred as the result of any interactions on the Interface.

**14.2.** You acknowledge that your data on the Interface may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third-party providers, internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

**14.3.** The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.

**14.4.** THE INTERFACE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND SECURED FINANCE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE INTERFACE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE INTERFACE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SECURED FINANCE DOES NOT ENDORSE ANY THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO VIA THE INTERFACE. YOU AGREE THAT SECURED FINANCE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND THE UNDERLYING BLOCKCHAIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **15. Limitation of Liability**

**15.1.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SECURED FINANCE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE Interface, EVEN IF SECURED FINANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE INTERFACE IS AT YOUR OWN DISCRETION AND



RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

**15.2.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

**15.3.** SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **16. Dispute Resolution & Arbitration**

**16.1.** Please read this Arbitration Agreement carefully. It is part of your contract with Secured Finance and affects your rights.

- (a)** Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall first be addressed through good faith negotiation between the parties. If the dispute cannot be resolved through negotiation within 30 days, it shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.
- (b)** Confidentiality: All arbitration proceedings, including related evidence and documents, shall be strictly confidential, unless disclosure is required by law.
- (c)** Interim and Emergency Relief: The arbitrator(s) shall have the authority to grant interim, emergency, or injunctive relief as necessary.
- (d)** The parties expressly waive their right to seek remedies in any court, except for enforcement of the arbitral award. The decision of the arbitral tribunal shall be final and binding on both parties.
- (e)** The parties agree that any arbitration shall be conducted solely on an individual basis, and not as a class, collective, or representative action. The parties expressly waive any right to litigate or arbitrate any claim as a class action, class arbitration, or other representative proceeding. The arbitrator shall not have authority to consolidate or join the claims of multiple parties or preside over any form of a representative or class proceeding.

## **17. Force Majeure**

**17.1.** Secured Finance has no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its services and business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.

## **18. Governing Law**

**18.1.** The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Interface, will be governed by and construed and enforced under the laws of the Republic of Panama, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction.

## **19. General Information**

**19.1.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our website. Any changes to these Terms will be effective immediately upon our posting of notice of the changes on our website. Continued use of our Interface following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**19.2.** You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “**Communications**”) that we provide in connection with these Terms or the use of the Interface. You agree that we may provide our Communications to you by posting them on the website or by emailing them to you at the email address you provide in connection with using the Interface, if any. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact us with questions, complaints, or claims concerning the Interface at [legal@secured.finance](mailto:legal@secured.finance).

**19.3.** Any right or remedy of Secured Finance set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of Secured Finance in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

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

**19.5.** We will have no responsibility or liability for any failure or delay in performance of the Interface, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

**19.6.** You may not assign or transfer any right to use the Interface, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

**19.7.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.

**19.8.** These Terms contain the entire agreement between you and Secured Finance, and supersede all prior and contemporaneous understandings between the parties regarding the Interface.

- 19.9.** In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.
- 19.10.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to the Agreement other than the Indemnified Parties.
- 19.11.** A waiver by Secured Finance of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of Secured Finance and shall apply only to the circumstances for which it is given. Our failure to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.
- 19.12.** Copyright © 2025 Secured Finance. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Interface are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third parties which may own the Marks.
- 19.13.** For any questions, comments, or feedback, you may contact us at [legal@secured.finance](mailto:legal@secured.finance).