IO.FINNET
Terms Of Service
Last updated: March 2026

A. When you ("**User**", "**you**" or "**your**") use or access any of the Services (as defined hereafter) available at www.iofinnet.com whether through the web app, the mobile app or the application programming interfaces (collectively, the "**Site**"), you agree that you have read, understand, and accept these binding Terms of Service applicable to you as well as all other terms, policies or notices incorporated herein by reference, such as the IO.Finnet Privacy Notice and the IO.Finnet Cookies Policy (together, the "**Agreement**"). If you do not agree to be bound by all the terms of this Agreement or with any subsequent amendments, changes or updates, you should not access or use any of the products, services or features provided or made available by IO.Finnet.

B. IO.Finnet Group Inc., a Delaware corporation, ("**IO.Finnet**", "**we**", "**us**" or "**our**") provides a blockchain infrastructure comprising technical tools and protocols that enable financial institutions and other professional Users to store, manage, transfer, and tokenise Crypto-assets (the "**Services**").

C. The Services notably comprise: (i) the "**IO Vault**", a digital, software-based self-custody wallet infrastructure that enables the secure generation, storage, and management of cryptographic keys and credentials required to authorise operations on public blockchains. IO.Finnet does not hold or custody assets; and (ii) the "**IO Network**", a private network infrastructure which allows you to establish and operate your own privately operated network instance (each, a "**Private Network**").

D. IO.Finnet does not provide crypto asset services, investment services, payment services or e-money services. IO.Finnet will never provide you with investment, tax, or legal advice, and you are solely responsible for determining whether use of the Services is appropriate for you and for the decisions you make to buy, sell, or hold Crypto-assets. Please refer to our Privacy Notice for information on how we process personal data.

E. Unless prohibited or restricted by applicable laws, these Terms of Service may be amended and updated by IO.Finnet from time to time, with effect seven (7) days after updated online. You may check the latest version of these Terms of Service at all times on the Site. Your non-termination or continued access or use of any one or more of the Services provided by IO.Finnet after the effective date of any amendments, changes or updates to these Terms of Service constitutes your acceptance of these Terms and Conditions, as modified by such amendments, changes or updates. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your Account.

F. Please note that when we release a new feature, product, or service, we are under no obligation to maintain or continue providing it. We reserve the right, at our sole discretion, to modify, suspend, or discontinue any feature, product, or service at any time, provided that we give at least one (1) month's prior notice.

PART A – GENERAL TERMS

1. Definitions

1.1. In this Agreement, the following capitalised terms have the meanings set out below. Where a defined term is used in the singular, it includes the plural and vice versa, unless the context otherwise requires. References to a Section are to a section of this Agreement.

"**Account**"	The individual or corporate account created by the User on the Site to access and use the Services, as further described in Section 2 of this Agreement.
"**Agreement**"	These Terms of Service together with all other terms, policies, and notices incorporated herein by reference, including without limitation the IO.Finnet Privacy Notice and the IO.Finnet Cookies Policy, as amended from time to time.
"**API Key**"	A unique authentication credential generated by the User to access authenticated features and functionalities of the IO.Finnet API, as further described in Section 38 of this Agreement.
"**Authorised Signing Device**"	Any device owned or controlled by the User, or by a person authorised by the User, used to generate and store Secret Shares and to authorise Vault operations.
"**Authorised User**"	Any member of the User's personnel or any third party authorised by the User to access the IO Vault(s) associated with the User's Account, as further described in Section 29 of this Agreement.
"**Beta Services**"	Certain in-development services or features made available by IO.Finnet at its sole discretion on an experimental basis, which may be identified by designations such as "Beta", "Alpha", "Pre-Release", or similar terms.
"**Burn**"	The irrevocable and permanent destruction of a Tokenized Asset upon its redemption, removing it from circulation on the applicable Private Network and recording the event as a permanent entry on the applicable transaction ledger, as further described in Section 36 of this Agreement.
"**Confidential Information**"	All information designated as confidential by the disclosing party, or which ought reasonably to be considered confidential from its nature or the circumstances of its disclosure, including without limitation all regulatory, commercial, financial, administrative, Intellectual Property, and technological information, and any information concerning this Agreement, excluding information that: (i) is already known to the receiving party prior to disclosure; (ii) is disclosed in good faith by a third party with the right to make such disclosure; or (iii) is or becomes part of the public domain other than through a breach of this Agreement by the receiving party.
"**Crypto-assets**"	Any digital representation of value or rights that is created, recorded, transferred, or stored electronically using distributed ledger technology or any similar cryptographic technology, regardless of whether they are defined as such in any particular jurisdiction. Crypto-assets supported by IO.Finnet may include without limitation, (i) cryptocurrencies and virtual

	currencies, whether or not recognised as legal tender in any jurisdiction; (ii) utility tokens, governance tokens, and access tokens conferring rights to access or use a product, service, or network; (iii) security tokens and investment tokens representing ownership interests, debt instruments, profit participation rights, or other financial entitlements; (iv) stablecoins and asset-referenced tokens, whether backed by fiat currency, commodities, other crypto assets, or any combination thereof; (v) non-fungible tokens (NFTs) and other unique or limited-edition digital assets representing ownership of, or rights in, digital or physical items; (vi) tokenized representations of real-world assets, including but not limited to real estate, commodities, financial instruments, or intellectual property rights; and (vii) any other digital asset, token, or instrument that derives its value, functionality, or transferability from cryptographic protocols or distributed ledger technology, regardless of whether any such asset is classified as a financial instrument, commodity, currency, property, or otherwise under applicable law in any jurisdiction, and whether or not it is admitted to trading on any exchange or marketplace
"**Cryptographic Credentials**"	Collectively, the Secret Share(s), Signing Device(s), Signer Passphrase(s), Recovery Phrase(s), and encrypted device backup file(s) associated with a Vault.
"**Cure Period**"	The period of ten (10) business days following a Non-Payment Notice during which User may pay all overdue amounts in full to avoid suspension, as further described in Section 37.4 of this Agreement.
"**Documentation**"	All technical documentation, user guides, API documentation, and related materials in connection with the Services, including the Vault Documentation and the User Guide, as updated from time to time at IO.Finnet's sole discretion.
"**Fees**"	The fees payable by the User in respect of the Services, as set forth in the applicable Statement of Work, including the License Fee where applicable.
"**Force Majeure Event**"	Any event beyond the reasonable control of either party that prevents or delays the performance of obligations under this Agreement, including without limitation natural disasters, civil disturbances, acts of war, labour disruptions, government actions or changes in laws, data breaches, pandemics, epidemics, public health emergencies, or failures or interruptions in utility services or internet access.
"**Grandfathering Period**"	The period between the date of notification of a pricing change and the end of the then-current subscription term, during which the pricing structure in effect at the time of notification continues to apply, as further described in Section 5.3 of this Agreement.

"**Intellectual Property**"	All trade marks, service marks, trade names, word marks, design marks, logos, text, code, images, graphics and other protected works, website architecture and content, authors' rights (including rights in computer software, firmware and related documentation), design rights, models, database rights, topography rights, know-how, inventions, secret formulae and processes, rights protecting goodwill and reputation, trade secrets, proprietary know-how, patents, utility models, domain names, and all other forms of intellectual property protection of a similar or equivalent nature anywhere in the world, whether registered or unregistered, together with all applications, registrations and renewals pertaining to such rights, as further described in Section 3 of this Agreement.
"**IO Network**"	The network infrastructure provided by IO.Finnet that enables Users to establish and operate their own Private Networks, as further described in Part C of this Agreement.
"**IO Vault**"	The digital, software-based self-custody wallet infrastructure provided by IO.Finnet that enables the secure generation, storage, and management of cryptographic keys and credentials required to authorise operations on public blockchains, as further described in Part B of this Agreement. For the avoidance of doubt, IO.Finnet does not hold or custody Crypto-Assets through IO Vault.
"**License Fee**"	The annual license fee of USD $500,000 payable by the User for access to and use of the IO Network, as further described in Section 37 of this Agreement.
"**Marks**"	The trade marks, service marks, and trade names appearing on the Site, including both word marks and design marks.
"**Non-Payment Notice**"	A written notice issued by IO.Finnet to User notifying User of non-payment of an invoice, as further described in Section 37.4 of this Agreement.
"**Private Network**"	A privately operated network instance established and operated by a User through the IO Network, as further described in Section 36 of this Agreement.
"**Prohibited Assets**"	Any domains, social media handles or profiles, trade marks, service marks, trade names, websites, email addresses, phone numbers, metadata, code, logos, text, images, graphics, protected works, trade secrets, registrations, or other intellectual property that are identical to, confusingly similar to, or that incorporate any Intellectual Property owned by IO.Finnet or any of its licensors.

"**Recovery Phrase**"	The 24-word secret phrase derived from the Signer Passphrase, required to complete the Disaster Recovery Process as further described in the User Guide.
"**Secret Shares**"	The credentials locally generated and stored by each Authorised Signing Device, incorporating the Signing Threshold and the signing power attributed to that Authorised Signing Device, required to access and authorise operations on a Vault.
"**Services**"	The blockchain and digital asset infrastructure products and services provided by IO.Finnet, comprising the IO Network, the IO Vault, and related features including the dashboard, each as described on the Site, as may be updated or modified from time to time.
"**Signing Threshold**"	The minimum combined signing quota required to authorise Vault operations, as configured by the User at the time of Vault creation.
"**Signer Passphrase**"	The security passphrase created by the User during the Authorised Signing Device registration process, from which the Recovery Phrase is derived.
"**Site**"	The website available at www.iofinnet.com and all associated web applications, mobile applications, and application programming interfaces through which the Services are accessed.
"**Statement of Work**"	A separate written document executed by the parties setting forth the specific Services to be provided, applicable Fees, subscription term, and any other commercial terms agreed between IO.Finnet and the User.
"**Taxes**"	Any taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, sales, use, or withholding taxes, export and import fees, customs duties, or any other charges assessable by any jurisdiction, excluding employment taxes and taxes based on IO.Finnet's net income or property.
"**Third Party Services**"	Services, features, or applications offered by third parties and made accessible through the Site, which are subject to separate terms and agreements between the User and the relevant third-party provider.
"**Tokenized Asset**"	A digital token created and issued on the IO Network representing any real-world or digital asset, created in accordance with applicable law and the technical parameters of the IO Network.

"**User**"	The individual or legal entity that creates an Account and accesses or uses the Services, referred to in this Agreement as "you" or "your".
"**User Guide**"	The operational guide published by IO.Finnet on the Site setting out the procedures for using IO Vault, including without limitation the Disaster Recovery Process, as updated from time to time.
"**Vault**"	A self-custody digital vault created by the User within IO Vault, enabling the secure management of Crypto-Assets through Cryptographic Credentials and Authorised Signing Devices, as further described in Part B of this Agreement.
"**Vault Documentation**"	The documentation relating specifically to IO Vault provided by IO.Finnet on the Site, as referenced in Section 27 of this Agreement.
"**Virtual Signer**"	An automated or software-based signing component that may be configured within IO Vault to authorise Vault operations, the use of which may increase operational risk if not configured securely.

2. Account Registration

2.1. Access to and use of the Services requires User to create an IO.Finnet Account and agree to these Terms of Service. User is entirely and solely responsible for ensuring that each user accessing or using User's Account complies with all the terms of these Terms of Service.

2.2. By completing the Account registration process, User expressly requests immediate performance of the Services and agrees to irrevocably waive any applicable right of withdrawal upon full creation of the Account.

2.3. The administrator(s) of the Account may assign different access levels to users of such Account. We are not responsible for any disputes arising from access limitations or permissions configured by the administrator(s) of the Account. You agree to hold us harmless from any claims or disputes between you and any other user of the Account, including, without limitation, matters relating to the instructions, roles, or restrictions established by you or other users of the Account.

2.4. You are responsible for maintaining the confidentiality and security of your Account credentials and for ensuring that all use of the Account complies with these Terms of Service. IO.Finnet will not, under any circumstances, be liable for any loss, damage, cost, expense, or claim arising from the theft, loss, or unauthorized use of Account credentials.

2.5. You remain solely responsible for all acts or omissions of any natural or legal person accessing your Account on your behalf or with your authorization, and you must ensure that such persons comply at all times with these Terms of Service.

2.6. Users are strictly prohibited from (a) attempting to gain unauthorized access to IO.Finnet systems, data, or restricted features; and (b) engaging in any activity which may or does compromise the security, stability or performance of your Account.

2.7. IO.Finnet reserves the right to suspend or terminate access to the Account at any time, at its sole discretion, in particular when it suspects that User has or will likely violate these Terms of Service. Such suspension or termination may occur without prior notice or compensation.

2.8. If you have an Account and you comply with these Terms of Service, IO.Finnet grants you the limited right to use the Services. The right to use the Services is a personal, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited license, and it is subject to the limitations and obligations in these Terms of Service. Nothing in these Terms of Service gives you any license (other than as set out in this paragraph), right, title, or ownership of, in, or to the Site, any of the Services or other Intellectual Property. IO.Finnet may suspend or terminate the provision of Services to you or suspend or terminate your Account at its sole discretion, where IO.Finnet determines that you have violated, breached, or acted inconsistent with any of these Terms of Service.

3. License Terms

3.1. The trademarks, service marks, and trade names appearing on the Site, including both word marks and design marks (the "**Mark(s)**") as well as logos, text, code, images, graphics, and other protected works, internet websites' architecture and content, authors' rights (including but not limited to rights with respect to computer software, firmware and all related documentation), design rights, models, database rights, topography rights, know-how, inventions, secret formulae and processes, rights protecting goodwill and reputation, ("**Copyright(s)**"), trade secrets or proprietary know how, patents, utility models, domain names, and all other forms of protection of a similar nature or having equivalent or similar effect to any of these which may exist anywhere in the world, whether or not any of these is registered, as well as all applications, registrations and renewals pertaining to such rights (collectively, the "**Intellectual Property**") are owned by IO.Finnet and/or used by IO.Finnet under license. You agree not to appropriate, copy, mimic, display, exploit, reverse engineer, publish, or otherwise use the Intellectual Property without express, prior, written permission from IO.Finnet or the respective owner of the Intellectual Property, including without limitation, as a trademark, service mark, trade name, domain name, website name, social media profile/handle, online, in an advertisement, in marketing, as or in connection with a phone number, as or in connection with an email address, in Internet search results, in meta data or code, or in any other manner.

3.2. The Site, Services and Intellectual Property are protected by copyright, trademark, trade secret, and other intellectual property or proprietary rights laws in various jurisdictions and by international treaties and agreements. All rights not expressly granted to you in these Terms of Service are reserved by IO.Finnet.

3.3. Except as expressly authorized by IO.Finnet, you will not, without the express written authorisation of IO.Finnet (i) license, sublicense, rent, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any Person all or any part of the Site, Services or Intellectual Property in any way; (ii) copy, modify, republish, distribute, or make derivative works based upon all or any part of Site, Services or Intellectual Property; (iii) "frame" or "mirror" all or any part of the Site, Services or Intellectual Property on any other server or wireless or Internet-based device; or (iv) reverse engineer or access all or any part of Site, Services or Intellectual Property for any purpose, including, without limitation, in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions, or graphics of all or any part of the Site, Services, or Intellectual Property, or (c) copy any ideas, features, functions, or graphics of all or any part of the Site, Services or Intellectual Property.

3.4. Subject to compliance with these Terms of Service, IO.Finnet grants each User a personal, limited, non-exclusive, non-sublicensable, non-transferable, worldwide license to access and use the Site and the Services.

3.5. User hereby expressly acknowledges and agrees that, except for the limited license explicitly granted to User under these Terms of Service, IO.Finnet retains all rights, title and interest in and to all Intellectual Property, its underlying technology, documentation and associated materials, including any updates, modifications, enhancements, usage data or derivative works, as well as any software, applications, inventions, or other technology developed in connection with all Intellectual Property.

3.6. Nothing in this Agreement grants, by implication, estoppel, or otherwise, any licence or right to use any Intellectual Property of IO.Finnet except as expressly set out herein. Any use of Intellectual Property by User beyond the scope of the licences expressly granted in this Agreement will require IO.Finnet's prior written consent and may be subject to additional terms and Fees.

3.7. You are expressly authorised to link to the Site's homepage or other Site pages, provided you do so in a way that is fair, legal, does not confuse consumers, and does not damage, tarnish, interfere with, jeopardize, or otherwise negatively impact IO.Finnet's reputation or take advantage of it. In the interest of clarity, any link that suggests any form of association, approval, affiliation, or endorsement by IO.Finnet without prior, express, written consent constitutes an express breach and violation of these Terms of Service.

3.8. You must not register, record, control, own, or encourage or assist any third parties to register, record, control, or own any assets that are identical to, confusingly similar to, or that incorporate any IP, including, without limitation, any domains, social media handles/profiles, trademarks, service marks, trade names, websites, email addresses, phone numbers, meta data, code, logos, text, images, graphics, protected works, trade secrets, registrations, recordations or any other intellectual property rights featuring intellectual property owned by IO.Finnet or any of its/their licensor(s) directly or through a third party ("**Prohibited Assets**"). If IO.Finnet becomes aware that you own or control any Prohibited Assets, or have encouraged or assisted any third parties to own or control any Prohibited Assets, the Prohibited Asset(s) will be automatically transferred and assigned to IO.Finnet, as appropriate, under these Terms of Service. You agree to execute all instruments and documents and do such additional acts as IO.Finnet may deem necessary or desirable to record and perfect the assignment of such rights. If IO.Finnet is unable for any reason to secure your timely signature to any document it is entitled to under this paragraph within fourteen (14) days, you hereby irrevocably designate and appoint IO.Finnet and its authorized directors, officers and agents as your attorney-in-fact, with full power of substitution to act for and on your behalf and instead of you to execute and file any such document(s) and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by you.

3.9. Subject to clauses 3.8.1 and 3.8.2, IO.Finnet will defend User against any third-party claim alleging that User's use of the Services in accordance with this Agreement infringes any patent, copyright, trade mark, or other intellectual property right of a third party (each, an "**IP Claim**"), and will indemnify User against any damages, costs, and reasonable legal fees finally awarded against User by a court of competent jurisdiction or agreed in writing by IO.Finnet in settlement of such IP Claim.

3.9.1. IO.Finnet's obligations under Section 3.8 are conditional upon User: (a) promptly notifying IO.Finnet in writing upon becoming aware of an IP Claim or threatened IP Claim; (b) granting IO.Finnet sole control over the defence and settlement of the IP Claim, provided that IO.Finnet will not settle any IP Claim in a manner that imposes liability or obligations on User without User's prior written consent; and (c) providing IO.Finnet with all reasonable assistance and cooperation in connection with the defence of the IP Claim, at IO.Finnet's reasonable cost and expense.

3.9.2. IO.Finnet will have no obligation under Section 3.8 in respect of any IP Claim arising from: (a) User's modification of the Services or combination of the Services with any software, hardware, or data not provided or approved in writing by IO.Finnet; (b) User's use of the Services in a manner not permitted by this Agreement or the Documentation; (c) User's continued use of any version of the Services after IO.Finnet has provided a non-infringing update or workaround; or (d) any User-generated content, Tokenised Assets, or Crypto-Assets.

3.9.3. If a third-party IP Claim is brought or, in IO.Finnet's reasonable opinion, is likely to be brought, IO.Finnet may, at its sole discretion and at its own cost: (a) procure for User the right to continue using the affected Services; (b) modify the affected Services so that they no longer infringe; or (c) if neither (a) nor (b) is commercially practicable, terminate User's access to the affected Services upon thirty (30) days' written notice and refund any prepaid Fees attributable to the terminated Services on a pro-rata basis for the remainder of the then-current subscription term. The remedies set out in this clause 3.8.3 constitute User's sole and exclusive remedy in respect of any IP Claim.

4. Term and Termination

4.1. The Services will be provided for the initial term set forth in the applicable Statement of Work and will automatically renew for successive periods of equal duration, unless either Party notifies the other in writing of its intention not to renew no later than three (3) months prior to the expiry of the then-current term.

4.2. Upon termination of these Terms of Service for any reason, User’s Account credentials and access rights will be immediately revoked, and any license granted to User under these Terms of Service will automatically and immediately cease. Closure of the Account will not relieve User of the obligation to pay any fees, charges, or other amounts accrued or owed under these Terms of Service prior to the effective date of termination, which will remain immediately due and payable.

4.3. For the avoidance of doubt, suspension or termination of the Account does not affect User's right to initiate Disaster Recovery in accordance with these Terms of Service.

4.4. Notwithstanding the termination of these Terms of Service, the provisions relating to confidentiality, indemnification, intellectual property and limitation of liability will survive and remain in full force and effect for the duration of the applicable statutory limitation period governing any claims or actions arising out of or in connection with this Agreement. User data may be retained for the period specified in IO.Finnet's privacy policy.

5. Fees

5.1. User agrees to pay the fees associated with the Services as set forth in the applicable Statement of Work (the "**Fees**").

5.2. All payments under this Agreement will be made free and clear of any deduction or withholding. The Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, sales, use, or withholding taxes, export and import fees, customs duties, or any other charges assessable by any jurisdiction (collectively, "**Taxes**"), except for employment taxes and taxes based on IO.Finnet's net income or property. Unless otherwise required by applicable law, User is fully and solely responsible for the payment of any such Taxes arising in connection with this Agreement.

5.3. IO.Finnet reserves the right to modify its pricing at any time, subject to the following conditions: (i) In the event of any pricing change resulting in higher costs or less advantageous terms for User, IO.Finnet will provide User with no less than sixty (60) days' prior written notice before such changes take effect. During the period between notification and the end of the then-current subscription term (the **"Grandfathering Period"**), User will remain subject to the pricing structure in effect at the time of notification. Upon expiry of the Grandfathering Period, the new pricing will apply automatically as of the next Renewal Subscription Term. (ii) Any pricing modification that is neutral or more advantageous to User will take effect immediately upon implementation by IO.Finnet, without prior notice. (iii) If User does not wish to continue the subscription under the revised pricing terms, User may cancel its subscription at any time prior to the effective date of such changes, without penalty. Continued use of the Services following the effective date of any pricing change will constitute User's acceptance of the revised pricing terms.

6. Payments

6.1. All invoices issued by IO.Finnet are due and payable within thirty (30) days from the date of issuance. User is responsible for paying all amounts in full and on time. User must notify IO.Finnet in writing of any disputes concerning an invoice within fifteen (15) days of receipt. If no such notice is provided within this period, the invoice will be deemed accepted and binding. Upon notice of a dispute, both parties agree to negotiate in good faith to resolve the matter within fifteen (15) days. Any settlement amount agreed upon must be paid within fifteen (15) days of issuance of a revised invoice. Any amounts not paid by the due date may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, beginning from the original due date until payment in full. Failure to pay any invoice in accordance with these terms may result in suspension or termination of your IO.Finnet Account and/or access to the Services, in addition to any other rights or remedies available under law or equity.

6.2. By enabling automatic billing, User authorizes IO.Finnet to charge the designated payment method for the full invoice amount on each due date. User is responsible for maintaining a valid and up-to-date payment method at all times. In the event of a failed payment, IO.Finnet will notify User and may retry the charge; continued non-payment will result in suspension of the Account.

6.3. Upon reaching any applicable usage, asset, or transaction cap under User's current plan, IO.Finnet will notify User and, if User fails to upgrade its plan within ten (10) days of the notification, access to the Services will be automatically suspended until the upgrade is completed.

6.4. In addition to the interest accruing pursuant to clause 6.1, User will reimburse IO.Finnet for all reasonable costs and expenses incurred by IO.Finnet in recovering any overdue amounts under this Agreement, including without limitation reasonable legal fees, court fees, enforcement costs, and the fees of any debt collection agency engaged by IO.Finnet. Such costs will be payable by User upon demand and will themselves accrue interest at the rate set out in clause 6.1 from the date of demand until payment in full.

7. Customer Support

7.1. IO.Finnet may, at its discretion, provide reasonable support to address technical issues, resolve bugs, and assist with Account-related inquiries; however, IO.Finnet makes no representation or warranty regarding the availability, quality, or maintenance of such support services, nor does it guarantee resolution of any specific issue. Support does not extend to third-party services or to issues arising from misuse, unauthorized modifications, or violations of these Terms of Service. Users may request support through the Help Center or via the “Support” button

8. Beta Features

8.1. IO.Finnet may, at its sole discretion, make certain in-development services or features available to you (the “**Beta Services**”). Beta Services are experimental and are provided on an **“as is”** and **“as available”** basis. They may contain errors, bugs, or other issues that could affect their functionality, performance, or reliability.

8.2. You acknowledge and agree that Beta Services are not intended for production use and that you assume all risks associated with their use. Beta Services may be identified by terms such as “Beta,” “Alpha,” “Pre-Release,” or similar designations indicating their developmental status.

8.3. To the fullest extent permitted by law, IO.Finnet makes no warranties, express or implied, regarding the performance, suitability, availability, or reliability of Beta Services and disclaims any liability for issues, losses, or damages arising from their use.

8.4. IO.Finnet reserves the right, at its sole discretion, to (i) determine eligibility for and access to Beta Services, including any participation conditions; (ii) modify, suspend, or discontinue Beta Services at any time without prior notice; and (iii) establish future terms, conditions, or pricing for any commercial release of a Beta Service, without any obligation to maintain the same features, functionality, or pricing offered during the Beta phase

9. Limitation of Liability

9.1. Access to and use of the Services are provided on an “as is” and “as available” basis. While IO.Finnet makes commercially reasonable efforts to maintain the reliability and security of the Services, it does not guarantee uninterrupted, error-free, or secure operation.

9.2. By using the Services, you expressly acknowledge and accept that: (i) the Services may experience outages, delays, or errors due to maintenance, technical issues, or factors; and (ii) IO.Finnet does not guarantee compatibility with all devices, systems, or Third-Party Service,n and that you are responsible for ensuring that your systems meet the technical requirements described in the Documentation.

9.3. You are solely responsible for evaluating and managing the risks associated with your use of the Services. To the fullest extent permitted by applicable law, IO.Finnet disclaims all liability for any loss or damage arising from such risks. In particular, User is responsible for maintaining the security of their accounts and credentials.

9.4. In any case, IO.Finnet will not be liable for any loss, damage, or unauthorised access arising from: (i) your failure to adequately secure your Secret Share(s), Signing Device(s), Signer Passphrase(s), Recovery Phrase(s), or encrypted backup file(s) (each, as defined hereinafter); or (ii) your failure to follow the instructions set out in the User Guide. This exclusion is without prejudice to, and in addition to, the disclaimers and limitations of liability set out in other Sections of the Agreement.

9.5. Notwithstanding any other provision of this Agreement, and to the maximum extent permitted by applicable law, IO.Finnet's total aggregate liability to User under or in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed the greater of: (a) the total Fees paid or payable by User to IO.Finnet in the twelve (12) calendar months immediately preceding the event giving rise to the claim; or (b) one thousand U.S. dollars (USD 1,000).

9.6. Where User's claim arises from a series of related acts or omissions, all such acts or omissions will be treated as giving rise to a single claim for the purpose of applying this cap, and the relevant twelve (12) month reference period will be calculated from the date of the first such act or omission.

10. User Feedback and Suggestions

10.1.1. By sharing feedback and suggestions with IO.Finnet you grant IO.Finnet a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license (with the right to sublicense) to any intellectual property rights you may have in the feedback and suggestions you share with IO.Finnet to use, including to improve the Services, copy, reproduce, modify, publish, transmit, broadcast, display, and distribute. You agree that by submitting feedback or suggestions to IO.Finnet you are not entitled to any form of compensation should IO.Finnet consider or develop technology that is the same or similar to such feedback or suggestions.

11. Third-Party Services

11.1. The Site may provide access to services, features, or applications offered by third parties (“**Third Party Services**”). These services are provided for convenience only and may be subject to separate terms and agreements between you and the relevant third-party provider.

11.2. IO.Finnet does not control, endorse, or assume responsibility for Third Party Services, including their performance, availability, security, or compatibility with IO.Finnet products. Your access to and use of Third-Party Services is at your own discretion and risk.

11.3. IO.Finnet makes no representations or warranties regarding Third Party Services and disclaims any liability for losses, damages, disputes, fees, or obligations arising from their use. IO.Finnet may modify, suspend, or discontinue access to Third-Party Services at any time without notice.

11.4. We are not responsible for any defect, disruption of service, failure, or loss resulting from your use of any third-party service. We make no representations or warranties regarding the quality, fitness for purpose, availability, or security of any third-party services. You are solely responsible for determining whether any third-party service is suitable for your needs and for conducting any due diligence you deem necessary before using such services.

11.5. IO.Finnet is not responsible for data processed by Third Party Services. You must review the terms and privacy policies of such services.

12. Confidentiality

12.1. "**Confidential Information**" means all information that the disclosing party designates as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure, including without limitation all regulatory, commercial, financial, administrative, intellectual property and technological information of either party and any information concerning these Terms of Service.

12.2. Confidential Information does not include information which (i) is known to the receiving party before receipt from the other party; (ii) is disclosed to the receiving party in good faith by a third party who had a right to make such disclosure; or (iii) is made public by the disclosing party, or is established to be a part of the public domain otherwise than as a consequence of a breach by the receiving party of its obligations hereunder. All Confidential Information of each party will be used by the other party strictly and only for the purposes of these Terms. Each party agrees not to disclose to any third party any such Confidential Information without the written consent of the other party or as required by court order. Each party will have an obligation to prevent the other Party's Confidential Information in its possession or control from being misappropriated, or wrongfully communicated by any employee, consultant or other person under the receiving party's control. If the receiving party is required by a court or government authority to disclose Confidential Information, the receiving party will provide the disclosing party with prompt notice, including the circumstances of such requirement, so that the disclosing party may seek an appropriate protective order, and will reasonably cooperate with the disclosing party in an action by the disclosing Party to obtain an appropriate protective order. Upon termination of these Terms, the Parties will promptly return or destroy the other party's Confidential Information.

12.3. Each of the parties acknowledge that disclosure of the disclosing party's Confidential Information or any other breach of these Terms of Service may cause serious and irreparable damage to the disclosing party and that remedies at law may be inadequate to protect against breach of these provisions. As such, both parties agree that a disclosing party may seek injunctive relief for any breach of the confidentiality provisions of these Terms of Service and to specific enforcement of its terms, in addition to any other remedy to which it would be entitled.

13. Acknowledgements, Representations and warranties

13.1. User acknowledges that User is solely responsible for maintaining the security and functionality of its systems and all devices used to access the Services. IO.Finnet will not be liable for any issues arising from User's failure to implement best security practices.

13.2. User represents and warrants that (i) any or all person(s) using the Account is legally authorized to access and use the Services under applicable law: (ii) such persons will use the Services only in accordance with these Terms of Service and applicable laws; (iii) such persons will promptly notify IO.Finnet any suspected infringement, misuse, or unauthorized access to the Services by any user or third party.

13.3. User represents and warrants that any use of the Services that violates, or is likely to breach, any term of this Agreement, or that in IO.Finnet's reasonable judgment threatens the integrity, security, or availability of the Services, results in IO.Finnet immediately suspending User's access to IO Vault. IO.Finnet will make commercially reasonable efforts to notify User and provide an opportunity to address the issue prior to suspension, where feasible.

13.4. IO.Finnet warrants that it has all rights to grant the license and provide the Services.

14. Disclaimer of Warranties

14.1. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW: (i) IO.FINNET DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; AND (ii) IO.FINNET DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE, VIRUS-FREE, UNINTERRUPTED, OR COMPATIBLE WITH ALL SYSTEMS, DEVICES OR SOFTWARE AND (iii) THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY GUARANTEES OF FUNCTIONALITY OR SUITABILITY FOR USER'S SPECIFIC NEEDS.**

14.2. You acknowledge and agree that the use of the Services is at your sole risk, and IO.Finnet does not warrant the accuracy, completeness, or reliability of any of the Services or any information or data provided on the Site.

15. Disclaimer and Limitation of Liability

15.1. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU IRREVOCABLY AGREE AND ACKNOWLEDGE THAT IO.FINNET WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES WHETHER ARISING DIRECTLY OR INDIRECTLY UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF IO.FINNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, ARISING OUT OF OR RELATED TO:**

- any breach by you of these Terms of Service or applicable law;

- the Site, and your use of it, except as explicitly provided for in this Agreement;
- the Services, and your use of any of them, except as explicitly provided for in these Terms of Service;
- any information or materials available through the Site, whether originating from IO.Finnet, or any other person;
- any inaccurate, misleading, or incomplete statement, suggestion, representation, offer by IO.Finnet or on the Site regarding your Account, whether caused by IO.Finnet's negligence or otherwise;
- any failure, delay, malfunction, interruption, or decision by IO.Finnet in operating the Site or providing any Service;
- any stolen, lost, or unauthorized use of your Account (including any Vault) information, any breach of security or data breach related to your Account (including any Vault) information, or any criminal or other third-party act affecting IO.Finnet; or
- your failure to secure your credentials, including without imitation any password, passkey, Recovery Phrase, Signer Passphrase, private key, Secret Share, Authorised Signing Device, and any other cryptographic element required to access or use any of the Services.

15.2. You hereby agree to release IO.Finnet from liability for any and all such losses, including without limitation (a) loss of profits, revenue, or anticipated savings; (b) loss of business, contracts, or commercial opportunities; (c) loss of or corruption of data or information; (d) loss of goodwill or damage to reputation; (e) business interruption or system downtime; (f) wasted expenditure or cost of substitute services; or (g) any indirect, incidental, special, exemplary, or punitive damages of any kind, in each case however caused and regardless of whether such losses were foreseeable or IO.Finnet had been advised of their possibility. The exclusions in this clause 15.2 are without prejudice to the exclusions and limitations set out elsewhere in this Agreement. User will indemnify and save and hold IO.Finnet harmless from and against all such losses.

15.3. To the maximum extent permitted by applicable Law, the foregoing limitations of liability, releases and indemnities will apply whether the alleged liability or losses are based on contract, negligence, tort, unjust enrichment, strict liability, violation of law or regulation, or any other basis, even if IO.Finnet has been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of any other remedies. The limitations of liability set forth above will not apply to losses resulting from the direct willful misconduct of IO.Finnet or to the extent prohibited by law.

16. User Indemnity

16.1. You agree to defend, indemnify, and hold harmless IO.Finnet, and its respective directors, officers, employees, contractors, and agents from (i) any claims, liabilities, damages, and related costs or expenses arising out of your breach of these Terms of Service or applicable laws, (ii) any unauthorized use of the Services, including by any of your appointed representatives, employees, contractors or agents who accessed or used your Account and related Services; (iii) any act, omission or measure resulting from your instructions to IO.Finnet in relation to your Account; and (iv) any act, omission or measures by you which results in liability to IO.Finnet.

16.2. Furthermore, you may not settle or compromise any claim in a manner that adversely affects IO.Finnet's rights without our prior written consent, such consent not to be unreasonably withheld.

17. Notices

17.1. To serve a notice under these Terms of Service, you may send a letter by registered or certified mail with acknowledgment of receipt to the following address: 4208 Six Forks Rd., 10th Floor, Raleigh, NC 27609, United States of America. A notice will be deemed received on the next business day of the date indicated on the postal service's acknowledgment of receipt.

17.2. For general inquiries or support, users may consult the Support Center available through their Account.

18. Entire Agreement

18.1. This Agreement constitutes the entire agreement between you and IO.Finnet regarding its subject matter and supersede all prior or contemporaneous agreements, negotiations, representations, or understandings, whether written or oral, relating to the same subject matter.

19. No Assignment

19.1. You may not assign any of your rights or obligations under these Terms of Service without prior written consent from IO.Finnet, such consent not to be unreasonable withheld by IO.Finnet.

19.2. IO.Finnet may assign its rights or obligations to its affiliated companies.

20. Independent Parties

20.1. Nothing in these Terms of Service is intended to, or will be deemed to, create any partnership, joint venture, employment, agency, or other legal relationship between the parties.

20.2. Neither party will have the authority to act for, represent, or bind the other party in any manner, nor to make any representation or commitment on behalf of the other party.

20.3. Each party remains solely and entirely responsible for its own acts and omissions.

21. No Implied Waiver

21.1. Any waiver of a right or remedy under these Terms of Service may be made only in writing by an authorized representative of the waiving party and must expressly state that a waiver is intended. Any such waiver will apply only to the specific circumstance for which it is given.

21.2. A party's failure or delay in exercising any right or remedy will not operate as a waiver of that right or remedy, nor will any single or partial exercise of a right or remedy prevent any further exercise of that or any other right or remedy.

21.3. Unless expressly stated otherwise in these Terms of Service, the rights and remedies provided herein are cumulative and are in addition to, and not exclusive of, any rights or remedies available at law, in equity, or otherwise.

22. Severability

22.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible or, if it cannot be enforced, will be deemed severed from this Agreement. The remaining provisions will remain in full force and effect and will not be affected by such invalidity or unenforceability.

23. Force Majeure

23.1. IO.Finnet will not be held responsible for delays or failures to perform obligations under this Agreement caused by Force Majeure Event. If a Force Majeure Event prevents IO.Finnet from providing access to the Services for a continuous period of 30 days, you may cancel your subscription without penalty by notifying us in writing.

24. Duty to Mitigate

24.1. Each party has a duty to take all reasonable steps to mitigate any loss or damage it may suffer in connection with this Agreement. IO.Finnet's liability will be reduced to the extent that User has failed to take reasonable steps to mitigate its loss, including without limitation by: (a) promptly notifying IO.Finnet of any incident, breach, or circumstances likely to give rise to a claim; (b) following the security practices and recommendations set out in the Documentation and User Guide; and (c) cooperating with IO.Finnet's reasonable requests to remediate or contain any incident.

25. Governing Law and Jurisdiction

25.1. This Agreement and any dispute or claim relating to it or its subject matter, its interpretation, enforceability or its termination, including non-contractual claims, will be governed by, enforced and construed in accordance with the laws of Delaware.

25.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation or termination, will be referred to and resolved by the Delaware Commercial Courts. The Parties agree to first attempt informal resolution of any dispute arising in connection with this Agreement prior to any demand for adjudication of any kind and to notify each other in writing of any such dispute within thirty (30) days of when it arises.

25.3. In the absence of an amicable agreement between the Parties which would lead to the extinction of the dispute, the parties regain their freedom to refer the case to court and the various elements or reports which may have been exchanged or established during the amiable settlement phase cannot then be produced before the court, unless the parties agree otherwise.

PART B – SPECIAL TERMS APPLICABLE TO IO VAULT

PLEASE READ THIS SECTION CAREFULLY. BEFORE USING IO VAULT, PLEASE ENSURE THAT YOU HAVE ADEQUATELY EDUCATED YOURSELF SO YOU CAN MAKE INFORMED DECISIONS. IO VAULT DOES NOT EXCHANGE, BUY, SELL, SWAP, TRANSFER, SEND, OR RECEIVE CRYPTO-ASSETS FOR USERS OR ON BEHALF OF USERS. ANY DECISION TO ENGAGE IN TRANSACTIONS OR PERFORM OPERATIONS INVOLVING CRYPTO-ASSETS SHOULD BE MADE INDEPENDENTLY BY YOU, OR BASED ON ADVICE FROM RELIABLE AND QUALIFIED PROFESSIONALS OF YOUR CHOOSING.

IN PARTICULAR, MAKE SURE YOU HAVE READ AND UNDERSTAND THE DISASTER RECOVERY PROCESS ATTACHED IN ANNEX I.

26. Signing Devices and Secret Shares

26.1. Subject to maintaining an Account and complying with this Agreement, User may create one or more self-custody digital vaults (each, a **“Vault**").

26.2. To set up a Vault, User may use any device owned or controlled by User or by a person authorised by User ("**Authorised Signing Device**").

26.3. At creation of a Vault, User is responsible for setting its Vault's signing threshold (“**Signing Threshold**”) i.e. the minimum combined signing quota required to authorise vault operations. Each Authorised Signing Device locally generates and stores the credentials required to access the Vault, the Signing Threshold and the signing power attributed to the Authorised Signing Device ("**Secret Shares**"). User bears sole and exclusive responsibility for determining the allocation of Secret Shares among participants and for ensuring that the combination of participants and their respective signing power is sufficient to meet the Signing Threshold required to authorise Vault operations. Secret Shares may be stored on one or more Authorised Signing Devices.

26.4. **The Secret Shares constitute an independent method of accessing and operating your Vault** in **addition to your Account credentials. Your Secret Shares may be recovered using a security phrase. Be careful to keep your security phrase in a safe place. You will need it throughout the life of your Account.**

26.5. Secret Shares are designed to ensure that you retain full control of your Crypto-assets, including outside of your Account environment. They can be distributed across your personal devices in such a way as to prevent a single point of failure and enhance your recovery options. **You are solely responsible for maintaining the confidentiality and security of your Secret Shares. Only you have control over them, and losing them may result in permanent loss of access to your Crypto-assets.**

26.6. **It is the responsibility of User to ensure that any Signing Device used to generate an Vault is maintained in a secure manner. User may create as many backup Signing Devices as deemed necessary to ensure continued access to the Vault. In the event that a Signing Device is lost or compromised, User may regain access using the remaining Secret Shares.**

26.7. You hereby expressly acknowledge that IO.Finnet does not hold custody of your Crypto-assets and that Disaster Recovery is under your entire and sole responsibility.

27. Users' Obligations

27.1. You agree to use IO Vault in accordance with the terms of this Agreement and all applicable laws and regulations.

27.2. As a condition of accessing and using IO Vault, you represent and warrant that you: (i) have thoroughly read and reviewed all documentation related to IO Vault provided by IO.Finnet on the Site ("**Vault Documentation**"); (ii) understand the requirements set forth in the Vault Documentation; (iii) agree to comply with these requirements at all times; and (iv) acknowledge that IO Vault supports only the Crypto-assets explicitly listed in the Documentation. IO.Finnet may update the list of supported Crypto-assets at its sole discretion. IO.Finnet makes no guarantees, representations, or warranties express or implied regarding the compatibility of IO Vault with any Crypto-asset not listed in the Documentation.

27.3. You are fully responsible for (i) downloading an up-to-date encrypted device backup file after obtaining the Secret Share(s) as described in the User Guide; (ii) creating a sufficiently secured signer passphrase (the "**Signer Passphrase**") during the Authorised Signing Device registration process; and (iii) record a 24-word secret phrase (the "**Recovery Phrase**") derived from the Signer Passphrase, which is required to complete the Disaster Recovery Process as detailed in User Guide.

28. Users' Acknowledgements

28.1. You hereby expressly acknowledge and agree that: (i) you are solely responsible for maintaining the security of all Signing Devices used to access IO Vault, including those of your Authorised Users, and for ensuring that all device software is kept current and up-to-date at all times; (ii) you are solely responsible for implementing and maintaining adequate security measures in respect of your Secret Share(s), Signing Device(s), Signer Passphrase(s), Recovery Phrase(s), and encrypted device backup file(s) (together, the "**Cryptographic Credentials**"); (iii) you will ensure that access to and use of your Cryptographic Credentials and Signing Devices is restricted exclusively to Authorised Users at all times; and (iv) you will ensure that all Recovery Phrase(s) are stored securely offline in a physically secure location, and are not transmitted, stored digitally, or otherwise exposed to unauthorised access.

28.2. You acknowledge and agree that you will bear sole and exclusive liability for all losses, damages, and consequences arising directly or indirectly from any incorrect, unauthorised, or negligent use of your Cryptographic Credentials, including your Secret Share(s), Signing Device(s), Signer Passphrase(s), Recovery Phrase(s), and encrypted device backup file(s). IO Finnet will bear no liability whatsoever in respect of any such losses or consequences.

29. Authorised Users

29.1. User may authorise any member of its personnel or any third party to access the IO Vault(s) associated with User's Account (each, an "**Authorised User**"). Each Authorised User will receive separate Account credentials linked to their own registered Authorised Signing Device(s). Account credentials are strictly personal and may not be shared. Each device added to an Account will be linked thereto upon registration. User is responsible for promptly removing any Authorised Signing Device from their Account upon ceasing use thereof.

30. Adding and Removing Devices

30.1. User may access IO Vault across multiple devices, subject to device authentication. New devices are registered via the Device Management feature, upon which IO.Finnet generates a unique device identifier linked to User's Account and issues the necessary activation instructions.

30.2. Authorised Signing Device may be removed at any time via the Device Management feature. Removal is effective immediately and permanently terminates that Authorised Signing Device's access to IO Vault.

30.3. User acknowledges that removing an Authorised Signing Device may have operational or security consequences, including loss of signing quorum or access to critical vault functionality. User is responsible for evaluating the potential impact on their IO Vault permissions before proceeding.

31. Open Source Components

31.1. IO Vault may include certain open-source software components that are licensed under the terms of the applicable open-source licenses. Your use of these Open-Source Components is governed by the terms of the applicable Open-Source Licenses, where applicable.

31.2. IO.Finnet makes no representations or warranties regarding the open-source software components and disclaims any liability arising from or related to their use. It is your responsibility to review and comply with the terms of all applicable Open-Source Licenses. Copies of applicable Open-Source Licenses are available upon request.

32. Risk Disclaimer

32.1. By using IO Vault, you acknowledge that IO Vault is a self-custody solution and accept all risks associated with blockchain technology, Crypto-assets, and self-custody.

32.2. You acknowledge and accept all risks inherent in self-custody, including without limitation: (i) loss or theft of Cryptographic Credentials; (ii) permanent and irrecoverable loss of Crypto-assets resulting from forgotten, misplaced, or compromised Cryptographic Credentials; (iii) irreversibility of blockchain transactions once executed; (iv) software bugs, protocol failures, or blockchain incompatibilities; (v) risks arising from third-party integrations, including dApps and smart contracts; (vi) vulnerabilities associated with insecure storage of Cryptographic Credentials; (vii) regulatory uncertainty and Crypto-asset value volatility; and (viii) where multiple users are granted Vault access, all risks associated with shared control, including unauthorised transactions and third-party security breaches. You are solely responsible for understanding, mitigating, and managing these risks in accordance with the Documentation and User Guide.

32.3. You acknowledge that no system is completely immune to cyber-attacks or unauthorised access. You are solely responsible for keeping your Secret Share(s), Signing Device(s), Signer Passphrase(s), Recovery Phrase(s), and encrypted backup files physically secure and accessible only to you, and for avoiding storage of Cryptographic Credentials in vulnerable environments. IO Finnet does not store backups of, and cannot recover, any Cryptographic Credentials.

32.4. You acknowledge that all blockchain transactions are irreversible. You are solely responsible for any cryptographic signatures authorised through your Vault, whether initiated by you or a third party. Use of a Virtual Signer may increase this risk if not configured securely.

32.5. IO Finnet is not responsible for verifying the legitimacy, safety, or functionality of any third-party Crypto-assets, dApps, smart contracts, or blockchain protocols, and will not detect or prevent fraudulent third-party activities.

32.6. You are solely responsible for all tax and regulatory obligations arising from your use of IO Vault. IO Finnet does not provide legal, tax, or financial advice. If your Vault is shared with others, you assume full responsibility for any resulting taxable events, reporting obligations, or legal liabilities.

32.7. Your Recovery Phrase provides unconditional access to the private keys governing your Crypto-assets and must be kept strictly confidential and stored securely offline at all times. IO Finnet does not hold backup copies of your Recovery Phrase and cannot recover it under any circumstances. Loss or unauthorised disclosure of your Recovery Phrase may result in the permanent and irrecoverable loss of your Crypto-assets, and any third party in possession of it will be capable of accessing and misappropriating your Crypto-assets without restriction.

33. Data Processing

33.1. IO.Finnet acts as a data controller in respect of personal data processed to enable access to IO Vault, and for anonymised or aggregated data used for analytics and service improvements. IO.Finnet acts as a data processor solely where it handles additional data provided by Users strictly under their instructions and for their own purposes. In all cases, IO.Finnet will comply with applicable data protection laws, in accordance with the Privacy Policy.

34. Exclusion of Liability

34.1. To the fullest extent permitted by applicable law, IO.Finnet will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including losses arising from reliance on information displayed in IO Vault, loss of or interruption to access, or disruption caused by technical failures. This exclusion will not apply to damages arising from IO.Finnet's gross negligence or wilful misconduct.

34.2. IO Vault is provided as a self-custody solution. User bears sole responsibility for safeguarding all cryptographic tools and credentials, including Secret Shares, Signing Devices, Recovery Phrases, and encrypted backups. IO.Finnet does not store, manage, or recover such credentials on User's behalf and will not be liable for any losses resulting from improper storage, unauthorised disclosure, or failure to follow the security practices set out in the Documentation.

34.3. IO.Finnet will not be liable for losses or damages arising from: (i) data security breaches unless directly caused by IO.Finnet's failure to implement reasonable security measures; (ii) inaccuracies or errors in data provided by User or any third-party services; (iii) unauthorised, improper, or illegal use of IO Vault, including use on unsupported or compromised devices; (iv) losses attributable to third-party services not provided by IO.Finnet; or (v) User's failure to secure Cryptographic Credentials, Signing Devices, or Recovery Phrases.

34.4. In addition to the foregoing, in any case, IO.Finnet will not be liable for any loss, damage, or claim arising from: (a) inaccurate, incomplete, or erroneous data, content, or instructions provided by User or any Authorised User; (b) User's failure to maintain accurate records of Cryptographic Credentials, Vault configurations, or Authorised Signing Devices; or (c) any operation or transaction executed in accordance with instructions received from User's Account, regardless of whether such instructions were authorised by User. User bears sole responsibility for verifying the accuracy and completeness of all data and instructions submitted through the Services.

35. Software Restrictions

35.1. IO.Finnet reserves all rights in IO Vault not expressly granted herein. User will not, and will not permit any third party to, directly or indirectly: (i) reverse engineer, decompile, or attempt to derive the source code or underlying algorithms of IO Vault; (ii) modify, translate, or create derivative works based on IO Vault; (iii) copy, rent, lease, distribute, assign, or otherwise transfer any rights to IO Vault; (iv) use IO Vault in any manner that damages, impairs, or interferes with its operation or provision; (v) use IO Vault for benchmarking, timesharing, or service bureau purposes; (vi) obscure, wrap, or repackage IO Vault within another application or process; (vii) scrape, harvest, or collect data from IO Vault without IO.Finnet's prior written authorisation; (viii) use IO Vault to transmit malware or harmful content, gain unauthorised access to its systems, or build competing products or services; or (ix) use IO Vault in violation of any applicable law, regulation, or third-party rights.

35.2. As a condition of access to IO Vault, User represents and warrants that they have read and understood all applicable Documentation, agree to comply with its requirements at all times, and acknowledge that IO Vault supports only the Crypto-assets listed in the Documentation. IO.Finnet may update the list of supported Crypto-assets at its sole discretion and makes no warranty as to compatibility with any unlisted Crypto-assets.

35.3. User will be responsible for all use of IO Vault by its personnel, employees, contractors or service providers, whether authorised or not, and will ensure that all accesses, passwords and Cryptographic Credentials are securely maintained at all times. User will promptly notify IO.Finnet upon becoming aware of any unauthorised use or breach of this Agreement. IO.Finnet will not be liable for losses arising from stolen or compromised credentials.

35.4. Where User's use of IO Vault violates this Agreement or, in IO.Finnet's reasonable judgement, threatens the integrity, security, or availability of IO Vault, IO.Finnet may immediately suspend access to one or more accounts linked to User. Where feasible, IO.Finnet will provide prior notice and a reasonable opportunity to remedy the breach before suspension. IO.Finnet reserves the right to prohibit further use of IO Vault where a violation is discovered or reasonably suspected, notwithstanding that it has no obligation to monitor use.

PART C – IO NETWORK TERMS

36. IO Network Capabilities

36.1. Subject to the terms of this Agreement, the IO Network provides you with the following capabilities:

(a) The ability to create and issue digital tokens representing any real-world or digital asset (each, a "**Tokenized Asset**"), in accordance with applicable law and the technical parameters of the IO Network;

(b) The ability to hold Tokenized Assets in self-custody for your own account or on behalf of an IO.Finnet user who is your end customers;

(c)The ability for an IO.Finnet user who is your end customer to trade, transfer, and otherwise transact with respect to Tokenized Assets among themselves through your private Network;

(d) The IO Network further enables you to track, monitor, and maintain a subledger of Tokenized Assets on a per-transaction and per-user basis, providing granular visibility into asset movements and user activity across the IO Network; and

(e) The ability, upon the redemption of a Tokenized Asset, to irrevocably destroy ("**Burn**") the corresponding token, removing it from circulation on the applicable Private Network. Once a Tokenized Asset has been Burned, it cannot be restored, reissued, or otherwise recovered, and the Burn event will be recorded on the IO Network as a permanent entry on the applicable transaction ledger.

37. Network License Fees

37.1. In consideration for access to and use of the IO Network, User agrees to pay an annual license fee of **USD $500,000** (the "**License Fee**").

37.2. The License Fee is due and payable on the date of execution of this Agreement (the "**Effective Date**"); and at each successive annual anniversary of the Effective Date during the remaining term of this Agreement.

37.3. All payments of the License Fee will be made upfront and in full on each due date, without set-off, counterclaim, or deduction of any kind, unless otherwise required by applicable law.

37.4. Without prejudice to IO.Finnet's other rights and remedies under this Agreement or applicable law, in the event of non-payment of any invoice by its due date, IO.Finnet may, at its sole discretion, apply the following escalation procedure:

(a) IO.Finnet will issue a written notice of non-payment to User (the "**Non-Payment Notice**");

(b) if the overdue amount is not paid in full within ten (10) business days of the Non-Payment Notice (the "**Cure Period**"), IO.Finnet may, upon written notice, suspend User's access to all or part of the Services until payment is received in full, including all accrued interest and recovery costs;

(c) if the overdue amount remains unpaid for a further thirty (30) days following suspension under paragraph (b) above, IO.Finnet may, upon written notice, terminate this Agreement with immediate effect and pursue all amounts due as a debt; and

(d) suspension or termination under this clause will not release User from any obligation to pay amounts outstanding at the time of suspension or termination, and all such amounts will remain immediately due and payable. Any suspension of access to the Services carried out by IO.Finnet in accordance with clause 37.4 or any other provision of this Agreement will not constitute a breach of this Agreement or give rise to any liability on the part of IO.Finnet to User or any third party for any loss, damage, or claim arising from such suspension, including without limitation any loss of access to Crypto-assets, interruption to business operations, or failure to complete any pending transaction. User acknowledges that any such suspension is a direct consequence of User's failure to comply with its payment obligations and that IO.Finnet will have no obligation to restore access until all outstanding amounts, interest, and recovery costs have been paid in full.

37.5. IO.Finnet reserves the right to set off any amounts owed by User to IO.Finnet under this Agreement against any amounts that IO.Finnet may owe to User, including without limitation any refunds, service credits, or other sums due under this Agreement. IO.Finnet will notify User in writing of any exercise of this right of set-off within five (5) business days of the set-off taking effect.

PART D – API TERMS

38. Use of APIs

38.1. To use the IO.Finnet API, you must first create an Account through the Site. Certain authenticated features and functionalities of the IO.Finnet API require the use of an authentication key. To access such features and functionalities, you must generate one or more API keys (each, an "**API Key**"). You acknowledge that API Keys constitute Confidential Information and agree not to disclose, transfer, or otherwise make your API Keys available to any third party. The Company reserves the right to revoke or disable any API Key at any time, with or without notice and without your consent.

38.2. Subject to your compliance with these Terms of Service, you are granted a limited, non-exclusive, non-transferable, and revocable license to use the IO.Finnet API solely in accordance with these Terms of Service and the applicable IO.Finnet API Documentation.

39. License to use the API

39.1. We hereby grant to you a revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the IO.Finnet API Documentation solely to facilitate your development of applications that interface with the Services in accordance with these Terms of Service and the IO.Finnet API Documentation. All rights, title and interest in and to the IO.Finnet API, the IO.Finnet API Documentation and all other materials provided by us hereunder, and any update, adaptation, translation, customization or derivative work thereof, will remain with us. The IO.Finnet API, IO.Finnet API Documentation and all materials provided by us hereunder are licensed and not "sold" to you. All rights not expressly granted to you in these API Terms of Service are reserved.

40. Open Source Libraries

40.1. When we make our libraries available to the public, to assist with the development of applications, such open source libraries are governed by open source licenses selected by us that accompany the source code and you acknowledge and understand that it is your responsibility to review such licenses carefully and to comply with the terms and conditions contained therein.

41. API Restrictions and API Call Limitations

41.1. The number of calls you or your application make to the IO.Finnet API during any given period may be limited, at our sole discretion, based on various factors that include the manner in which your application makes calls to the IO.Finnet API and the anticipated volume of use associated with your application.

41.2. You will not use or access the IO.Finnet API in any way not expressly permitted under these Terms of Service or the IO.Finnet API Documentation. Without limiting the generality of the foregoing, you will not develop any applications that: (i) are fraudulent or misleading; (ii) infringe on any third party's intellectual property rights or rights of publicity or privacy; (iii) are defamatory, trade libelous, threatening, or harassing; (iv) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data; (v) replicate or attempt to replace the essential user experience of the Services or any of our other products or services; or (vi) otherwise violate any applicable law; modify, decompile, reverse engineer, or otherwise alter the IO.Finnet API; use the IO.Finnet API in any manner that may threaten the security or functionality of the IO.Finnet API or our Services; use the IO.Finnet API to circumvent the intended features, functionality or limitations of the Services; or perform any vulnerability, penetration or similar testing on the IO.Finnet API.

42. Changes to the IO.Finnet API

42.1. We reserve the right to change the IO.Finnet API and IO.Finnet API Documentation at any time and without notice. You acknowledge and represent that these changes may require you to make substantial changes to your application at your own cost and expense.

42.2. Notwithstanding the foregoing, we retain the right, at our sole discretion, to suspend or revoke your access to the IO.Finnet API, at any time and for any reason, including for: (i) violation of these Terms of Service; (ii) your use of the IO.Finnet API contrary to the IO.Finnet API Documentation; (iii) for scheduled maintenance; or (iv) to address any emergency security concerns.

43. API Communications Not Confidential

43.1. Your use of the IO.Finnet API requires the transmission of data and information over the Internet and public networks; we may not guarantee the confidentiality, security or reliability of such communications.

44. Warranties and Indemnities

44.1. You will defend, indemnify and hold harmless us from and against any actions and losses arising out of or in connection with: (i) your applications; (ii) your breach of applicable laws or your representations or warranties hereunder; (iii) your use of the IO.Finnet API contrary to these Terms of Service or the IO.Finnet API Documentation.

44.2. The IO.Finnet API is provided “as is” and on an “as-available” basis. IO.Finnet makes no, and expressly disclaims all, warranties of any kind, express or implied, including, without limitation, warranties of fitness for a particular purpose, merchantability, availability or that the IO.Finnet API will be secure, error-free or virus-free.

45. Fees

45.1. The Fees applicable to your use of the IO.Finnet APIs are set forth in your applicable Statement of Work.