

Magic Newton Operations Ltd.

Terms of Use

Effective Date: October 6, 2025

1. Acceptance of Terms

By accessing or using our website newt.foundation or its sub-domains (collectively, the “Website”), the Protocol (defined below), or any related content, tools, features, Privileges (defined below), or other functionality our Website (collectively, the “Services”) provided by Magic Newton Operations Ltd., a British Virgin Islands business company (“Platform Operator”, “we”, “us”, or “our”), you agree to be bound by these Terms of Use (“Terms”) and our Privacy Policy, which is incorporated herein by reference. Portions of the Services may be subject to separate open-source licenses, the terms of which are available at <https://github.com/Magic-Newton-Foundation>. In the event of a conflict between the license granted to you in these Terms and any separate licenses for any software components underlying the Protocol, the separate license will prevail with respect to the software that is the subject of the separate license. If you do not agree to these Terms or any applicable open source licenses, please do not access or use our Services.

By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. If you do not agree, please do not use the Services.

PLEASE NOTE: THE “DISPUTE RESOLUTION” SECTION OF THESE TERMS CONTAINS AN ARBITRATION CLAUSE THAT REQUIRES DISPUTES TO BE ARBITRATED ON AN INDIVIDUAL BASIS, AND PROHIBITS CLASS ACTION CLAIMS. IT AFFECTS HOW DISPUTES BETWEEN YOU AND THE PLATFORM OPERATOR ARE RESOLVED. BY accepting these Terms, you agree (a) to resolve all disputes (with limited exception) related to the Services and/or products through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and (b) to waive your right to participate in class actions, class arbitrations, or representative actions, as set forth below. You have the right to opt-out of the arbitration clause and the class action waiver as explained in Section 15.

2. Eligibility

You represent and warrant that you are at least 18 years of age. If you are accessing or using the Services on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

The Services are not offered to anyone who is a “Restricted Person.” Restricted Persons are those who are subject to sanctions administered or enforced by any country or government or

otherwise designated on any list of prohibited or restricted parties (including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or other applicable government authority) or a citizen or organization or resident in a country or territory that is the subject of country-wide or territory-wide sanctions (including, without limitation, Cuba, Democratic People's Republic of Korea, the Crimea, Donetsk, and Luhansk regions, Iran, or Syria) or any other country or jurisdiction subject to comprehensive or significant U.S. economic sanctions or an arms embargo, including but not limited to Belarus and Russia. For clarity, if you are a Restricted Person, you are prohibited from using the Service.

3. Privacy Policy

Our Privacy Policy explains how we collect, use, and share your information. By using our Services, you acknowledge and agree to the terms of our Privacy Policy, which can be accessed at our website newt.foundation.

4. Use of the Services; Restrictions and Prohibited Uses

Except for the portions of the Services that may be subject to open-source licenses, the Services are provided for your personal and non-commercial use, subject to compliance with these Terms. You agree to use the Services only for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the Services by, any third party.

When using our Services, you agree to:

- Provide accurate and current information when requested by us.
- Maintain the confidentiality of your account credentials.
- Refrain from any conduct that could harm the integrity, security, or operation of the Services, including but not limited to hacking, transmitting viruses or other harmful code, or attempting unauthorized access to our systems.
- Comply with all applicable laws and regulations.

You may only use the Service for its intended purpose. Any unauthorized, unlawful, or harmful use is strictly prohibited. Specifically, you agree not to:

- Circumvent security features, bypass access restrictions, or interfere with network functionality.
- Use bots, scrapers, crawlers, or automated tools to access, manipulate, or extract data.
- Impersonate others, create false accounts, or engage in deceptive or misleading practices.
- Misuse our support services, submit false reports, or engage in fraudulent behavior.
- Access, tamper with, or use non-public areas of the Services, our systems, or third-party networks.
- Probe, scan, or test the vulnerability of any system or network without authorization.
- Breach security or authentication measures implemented to protect the Services.
- Avoid, bypass, remove, deactivate, or otherwise circumvent any security measures.

- Attempt to access or search the Services using unauthorized tools, software, or automated means.
- Use meta tags or hidden metadata containing trademarks, logos, URLs, or product names without express written consent.
- Reverse-engineer, decompile, disassemble, or attempt to derive the source code of any software related to the Services.
- Upload, distribute, or transmit viruses, malware, spyware, or other harmful content.
- Interfere with or disrupt the Services, including overloading, flooding, spamming, or mail-bombing.
- Use the Services to harass, abuse, threaten, or harm others.
- Spread hate speech, explicit content, or intentionally misleading information.
- Infringe upon copyrights, trademarks, trade secrets, or other proprietary rights.
- Violate any applicable law, regulation, export control, or sanction.
- Access or use the Services if you are on a U.S. or international sanctions list.
- Encourage, enable, or assist others in engaging in any prohibited activities.

We reserve the right to restrict or terminate access to the Services if you violate these Terms.

5. The Newton Protocol

The Platform Operator provides and maintains the Newton Protocol—a decentralized, permissionless, open source policy engine for onchain compliance and the agentic economy (the “Protocol”). The Protocol is a blockchain based system enabling tokenholders to obtain certain privileges, benefits, or services (“Privileges”) as determined by the Platform Operator. Read the Newton Protocol Litepaper [here](#) to learn more about the Protocol.

The Platform Operator does not exercise direct control over the operation or the transactions conducted through the Services and does not guarantee the ongoing availability, performance, security, or functionality of the Services or any associated privileges. The Services are provided “as is” without any warranties regarding its functionality, security, or performance. You acknowledge that use of the Services is at your own risk.

Any tokens associated with the Services are not investment products, securities, or equity interests. You agree that any tokens that are associated with the Services are not to be used as a substitute for currency or medium of exchange, resale, or redistribution and that you are not acquiring any equity or other ownership or revenue sharing interest in Platform Operator or its affiliates as a result of your acquisition of any such tokens. You warrant and covenant that you will not portray tokens associated with the Services as an opportunity to gain an economic benefit or profit, or as an investment or equity interest.

5.1. Testnet

These terms in Section 5.1 (“Testnet Terms”) apply to your participation in the Protocol test network, including any private alpha mainnet (“Testnet”). Except as expressly modified herein,

the Terms are incorporated herein by reference and form an integral part of these Testnet Terms. By participating in the Testnet, you agree to be bound by both these Testnet Terms and the Terms. In the event of any conflict between these Testnet Terms and the Terms, these Testnet Terms shall control solely with respect to your participation in the Testnet.

a. Purpose and Participation. The Testnet is designed to demonstrate the functionality and features of the Protocol and applications built on the Protocol (“Apps”) and to improve participant experiences prior to the Apps’ launch. YOUR PARTICIPATION IN THE TESTNET IS ENTIRELY VOLUNTARY, BUT IF YOU ARE PARTICIPATING IN THE TESTNET, YOU MUST STRICTLY ADHERE TO THESE TERMS. We make no representation or warranty that the Testnet will accurately or completely simulate, duplicate or replicate the App.

b. Duration. The availability of the Testnet will commence on the date prescribed by the Platform Operator and continue until terminated by the Platform Operator in its sole discretion. Notwithstanding any other information provided by the Platform Operator regarding the Testnet (including on the Websites, blog posts or through other communications (such as forums, Telegram, Github, Discord, or other channels)), the Platform Operator may change, discontinue, or terminate, temporarily or permanently, all or any part of the Testnet, at any time and without notice, at its sole discretion (including prior to providing any incentives or rewards). The Platform Operator may retain control or upgradeability over certain aspects of the Testnet that will not be retained on the mainnet.

c. The Testnet Eligibility. Your participation in the Testnet (or any portion thereof) may be subject to eligibility criteria determined by the Platform Operator in its sole discretion (including, without limitation, geographical distribution and applicant reputation). By applying or registering, there is no promise or guarantee that you will be able to participate in the Testnet. Notwithstanding any other information provided by the Platform Operator regarding the Testnet (including on the Websites, blog posts or through other communications (such as forums, Telegram, Github, Discord, or other channels)), the Platform Operator may change or modify at any time the number of participants eligible to participate in the Testnet or the requirements of the Testnet and terminate any participant’s participation in the Testnet at any time. The Testnet may operate in certain phases. Your selection or participation in any one phase of the Testnet does not imply that you will be selected for any other phases of the Testnet. The Platform Operator reserves the right to block your access to the Testnet at any time in its sole discretion.

d. No Monetary Value. In your use of the Testnet, you may interact with or transfer certain cryptocurrencies or other digital assets on the Testnet (“Testnet Tokens”), such as Testnet Tokens obtained through a faucet. Testnet Tokens are not, and shall never convert to or accrue to become any other tokens or virtual assets. Testnet Tokens are virtual items with no monetary value. Testnet Tokens do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or digital currency or anything else of value. Testnet Tokens are not transferable between users outside of the Testnet, and you may not attempt to sell, trade, or transfer any Testnet Tokens outside of the Testnet, or obtain any manner of credit using any Testnet Tokens. Any attempt to sell, trade, or transfer any Testnet

Tokens outside of the Testnet will be null and void. Testnet Tokens will not be converted into any future rewards offered by the Platform Operator. Any ETH, ERC-20 tokens transferred to a Testnet address will be irretrievable and permanently lost. The Platform Operator is not responsible for any such loss.

6. Intellectual Property

Except for the portions of the Services that may be subject to open-source licenses, the terms of which are available at <https://github.com/Magic-Newton-Foundation>, all content, software, graphics, and other materials on the Website are owned by or licensed to the Platform Operator and are protected by applicable intellectual property laws. Except for the portions of the Services that may be subject to open-source licenses, you are granted a limited, non-exclusive, revocable license to access and use the Services for your personal, non-commercial use, subject to compliance with these Terms. Except for the portions of the Services that may be subject to open-source licenses, you may not reproduce, distribute, modify, or create derivative works of any content without our prior written consent. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“Feedback”). If you choose to submit Feedback, you hereby agree that we are free to use it without any restriction or compensation to you or other users.

“Magic Newton Foundation,” “Newton” and our logos, our product or service names, our slogans and the look and feel of the Service are trademarks of the Platform Operator and may not be copied, imitated or used, in whole or in part, without our prior written permission, which may be obtained by emailing legal@newt.foundation. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

7. Content

- 7.1. **User Content and License.** By submitting content (“User Content”) to the Services, you grant us a worldwide, perpetual, non-exclusive, royalty-free, and transferable license (with the right to sublicense) to use, modify, display, distribute, and create derivative works from your User Content in any media. You also grant other users a license to access and use your User Content as permitted under these Terms.
- 7.2. **Your Responsibilities.** You are solely responsible for your User Content. By submitting it, you represent and warrant that:
 - You have all necessary rights and permissions to grant the licenses above.
 - Your content does not violate any laws, infringe third-party rights, or contain confidential, misleading, harmful, or offensive material.

- Your content is truthful and does not include sensitive, illegal, or inappropriate material (e.g., nudity, hate speech, violence, personal data without consent, or spam).
 - We assume no liability for User Content and may remove any content that violates these Terms or applicable laws at our discretion.
- 7.3. AI-Generated Output. Any content generated through AI features (“Output”) is provided as-is, may not be unique, and could contain inaccuracies or errors. You may use the Output lawfully but must not misrepresent it as human-generated or use it to train AI models. We may revoke your right to use Output if we determine it infringes third-party rights.
- 7.4. Disclaimers. You use all content and Output at your own risk. We do not guarantee accuracy, completeness, or reliability and disclaim all liability for any harm resulting from content accessed through the Services.
- 7.5. Copyright. For copyright concerns, please contact us at legal@newt.foundation.

8. Third-Party Links and Services

The Services may link or otherwise provide access to products and services offered by third parties, including staking providers, artificial intelligence agents, or other autonomous functionalities (each, a “Third-Party Service”) and may display, include or make available content, data, information, applications or materials from third parties (“Third-Party Materials”). Further, to use the Services, you may be required to register for Third-Party Services and/or to otherwise enable various Third-Party Services that may directly integrate with the Service. The Platform Operator does not endorse or recommend any Third-Party Materials, the use of any provider of any Third-Party Services, or the staking or delegation of any assets to any Third-Party Services. You agree that your access and use of such Third-Party Services and Third-Party Materials is governed solely by the terms and conditions of such Third-Party Services and Third-Party Materials, as applicable. The Platform Operator is not responsible or liable for, and make no representations as to any aspect of such Third-Party Materials and Third-Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third-Party Services. The Platform Operator is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality, security or any other aspect of such Third Party Services or Third Party Materials or websites. You irrevocably waive any claim against the Platform Operator with respect to such Third-Party Services and Third-Party Materials. We are not liable for and you expressly disclaim any liability with respect to any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such Third-Party Services or Third-Party Materials, or your reliance on the privacy practices, data security processes or other policies of such Third-Party Services, including without limitation, the staking with or delegation of any assets to any Third-Party Service that results in slashing, trading loss, or any other loss of funds or the integration of any Third-Party Service such as an AI agent into your product or service that results in any damages whatsoever. Third-Party Services, Third-Party Materials and links to other websites are provided solely as a convenience to you.

9. Assumption of Risks & Risk Considerations

By using the Services, you acknowledge that you assume all risks associated with blockchain-based technologies and decentralized protocols. The Platform Operator expressly disclaims any liability for financial losses, security breaches, or regulatory consequences arising from your use of the Services. Your use of the Services is entirely at your own risk.

These risks include, but are not limited to, the following:

- 9.1. **Security & Access Risks.** Digital assets associated with the Services or other blockchain-based applications require private keys for access and control. If you lose access to your private keys, you may permanently lose access to your assets, with no recovery possible. Mistaken transactions, incorrect wallet addresses, or misuse of smart contracts may lead to irreversible loss of assets. The Platform Operator is not responsible for user errors or third-party custodial failures. Blockchain networks and associated applications are susceptible to cyberattacks, including unauthorized access, phishing, malware, and exploits targeting vulnerabilities in wallets, nodes, or smart contracts. The Services and other blockchain systems may be vulnerable to attacks such as 51% attacks, double-spend attacks, front-running, transaction reordering, or denial-of-service attacks, which could impact security, consensus, or functionality.
- 9.2. **Regulatory & Compliance Risks.** The legal status of blockchain networks, decentralized protocols, and digital assets is uncertain and subject to change in multiple jurisdictions. New regulations, enforcement actions, or restrictions may impact the availability, functionality, or legality of the Services. You must ensure that your use of the Services complies with applicable laws, including restrictions on digital asset transactions imposed by governments or regulatory bodies. Transactions involving blockchain-based assets may have tax consequences. You are solely responsible for determining and fulfilling any tax obligations related to your use of the Services.
- 9.3. **Blockchain-Specific Risks.** While we make reasonable efforts to deploy secure and functional smart contracts, we do not guarantee their security, accuracy, or resilience against vulnerabilities, exploits, or unforeseen bugs. Public blockchains operate based on decentralized consensus mechanisms, and high transaction volumes or congestion may lead to slow processing times or increased transaction fees. Blockchains may undergo forks, upgrades, or migrations to new networks, potentially affecting the status or usability of digital assets. The Platform Operator will recognize only the version of the blockchain that is generally accepted as the legitimate successor by the blockchain community, as determined in our sole discretion.
- 9.4. **Market & Volatility.** The value of blockchain-based assets is highly volatile and may fluctuate due to factors beyond our control, including regulatory developments, economic conditions, technological advancements, and market speculation. There is no guarantee of a secondary market for digital assets

associated with the Services. Low liquidity may affect the ability to buy, sell, or exchange tokens efficiently.

- 9.5. Third-Party & External Risks. Third-party platforms, applications, or services that integrate with the Services are beyond our control. The Platform Operator does not endorse, audit, or assume responsibility for any third-party actions, products, or representations. Any digital asset transactions conducted outside the Services, including peer-to-peer transfers or third-party platforms, are entirely at your own risk. We disclaim all liability for unauthorized or fraudulent transactions.
- 9.6. No Insurance or Recourse. The Platform Operator does not hold, manage, or control digital assets on your behalf. You bear full responsibility for securing your assets. Digital assets held on blockchain networks are not insured by any government or regulatory authority. Losses due to security breaches, technical failures, or other risks are solely your responsibility.

10. Limitation of Liability

THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE PLATFORM OPERATOR, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MULTI-SIGNATURE WALLET SIGNATORIES, LICENSORS, NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES (“PLATFORM OPERATOR PARTIES”) WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOUR USE OF THE SERVICE WILL BE AT YOUR SOLE RISK. THE PLATFORM OPERATOR PARTIES ARE NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES THAT RESULT FROM YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, YOUR USE OR INABILITY TO USE THE SERVICE; ANY CHANGES TO OR INACCESSIBILITY OR TERMINATION OF THE SERVICE; ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO, OR ALTERATION OF ANY TRANSMISSION OR DATA; ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SERVICE; ANY ACTIVITIES OR COMMUNICATIONS OF THIRD PARTIES; OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE PLATFORM OPERATOR’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED ONE HUNDRED DOLLARS (\$100).

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE’S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SERVICE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (2) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED

THEREIN, (3) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (5) ANY ERRORS, MISTAKES, INACCURACIES, OR OMISSIONS IN ANY CONTENT AND MATERIALS (INCLUDING WITHOUT LIMITATION, ANY OUTPUT) OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR MATERIALS (INCLUDING, WITHOUT LIMITATION, ANY OUTPUT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

THE PLATFORM OPERATOR PARTIES DO NOT CONTROL THE OPERATION OF THE PROTOCOL, THE ACTIONS OF THIRD-PARTY PARTICIPANTS, OR ANY DIGITAL ASSET TRANSACTIONS EXECUTED THROUGH THE SERVICE. YOU ASSUME ALL RISKS ASSOCIATED WITH ITS USE.

IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

YOU SHALL AND HEREBY DO WAIVE ANY LAW IN YOUR JURISDICTION, WHICH SAYS IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PLATFORM OPERATOR AND YOU.

11. Indemnification

You hereby agree to defend, indemnify, and hold the Platform Operator Parties harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) access or use of the Services; (2) violation of these Terms; (3) any violation of your representations and warranties set forth in these Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; (5) any overt harmful act toward any other user of the Services with whom you connected via the Services; or (6) any violation of, or failure to comply with, applicable law. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use

reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

12. NO ADVICE AND NO FIDUCIARY DUTIES

All information provided via the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Website or in the Services. You acknowledge and agree that the Platform Operator will have no obligation to provide you with any support or maintenance in connection with any Services.

Before you make any financial, legal, tax or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

To the fullest extent permitted by law, you acknowledge and agree that the Platform Operator Parties 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 these Terms.

13. Termination

We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

14. Governing Law

These Terms and any action related thereto will be governed by the laws of the British Virgin Islands, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in the "Dispute Resolution" section below, the exclusive jurisdiction for all Disputes (defined below) that you and the Platform Operator are not required to arbitrate will be the courts located in the British Virgin Islands, and you and the Platform Operator each waive any objection to jurisdiction and venue in such courts.

15. Dispute Resolution

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with the Platform Operator and limits the manner in which you can seek relief from us. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or having a jury trial.

- 15.1. Informal Process First. Before initiating any arbitration or legal proceedings, you and we agree to attempt to resolve any dispute, claim, or controversy arising out

of or related to these Terms, your use of the Services ("Dispute") through informal negotiations with the Platform Operator. The parties must send a written notice of any Dispute, and the desired resolution, to the other party ("Dispute Notice"). Our address for Dispute Notices is legal@newt.foundation. Your address for Dispute Notices is the email address you provide to us. We and you agree to engage in good faith discussions to resolve any Dispute Notice within thirty (30) days off receipt. If the Dispute is not resolved within this period, either party may proceed with arbitration as outlined in these Terms. This informal dispute resolution process does not apply to disputes involving our intellectual property rights or requests for injunctive relief.

- 15.2. **Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Interface (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and the Platform Operator agree to waive any rights to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
- 15.3. **Exceptions.** As limited exceptions to the section above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.
- 15.4. **Conducting Arbitration and Arbitration Rules.** Any Disputes shall be referred to and finally and exclusively determined by arbitration in the British Virgin Islands at the International Arbitration Centre of the British Virgin Islands ("BVI IAC") in accordance with the Arbitration Rules of the BVI IAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman (or equivalent position) of the BVI IAC. The language of the arbitration shall be English. The award by the arbitrator shall be valid, final and binding on each of the Parties. The Parties shall have the right to seek interim injunctive relief from a court of competent jurisdiction, both before and after the arbitrator has been appointed, at any time up until the arbitrator has made its final award. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and the Platform Operator shall be responsible for their respective attorneys' fees and expenses.
- 15.5. **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the BVI IAC Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your

- Dispute frivolous. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.
- 15.6. Injunctive and Declaratory Relief. Except as provided above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- 15.7. Opt-out. You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to the mailing address listed in the "Communications" section of these Terms. The notice must be sent to the Platform Operator within thirty (30) days of your first registering to use the Services, first use of the Services, or agreeing to these Terms (whichever comes first); otherwise, you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Platform Operator also will not be bound by them.
- 15.8. WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. To the fullest extent permitted by applicable law, you and the Platform Operator each agree that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). You and the Platform Operator AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. You and the Platform Operator EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. If the dispute is subject to arbitration, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and the Platform Operator agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

16. Modifications to Terms

We reserve the right to modify these Terms at any time in our sole discretion. If we make any modifications, we'll let you know by posting the updated Terms on the Website, and your continued use of the Services after such modifications constitutes your acceptance of the new Terms. If you don't agree to be bound by the modifications, you may not use the Services anymore. We may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion. It is your responsibility to review these Terms periodically.

17. Miscellaneous

These Terms and any policies or operating rules posted by us via the Service constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Service. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and lack of signing by the parties hereto to execute these Terms. "Affiliates" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract, or otherwise.

18. Communications

By using our Services, you consent to receive all disclosures, agreements, notices, and other communications electronically (“Communications”), including via email, Website postings, or other digital means. These Communications satisfy any legal requirement that they be in writing.

You also agree that electronic signatures, contracts, orders, and records associated with the Services are legally binding and enforceable, waiving any requirement for physical signatures or paper copies. If you wish to withdraw your consent for electronic Communications, you must notify us at privacy@newt.foundation, but doing so may result in termination of your access to the Services. We reserve the right to modify or discontinue electronic Communications at our discretion and will provide notice as required by law.

For any questions, concerns, or notices regarding these Terms, please contact us at: legal@newt.foundation or by mail at:

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