

Last Updated: August 30, 2023

Thank you for visiting <https://Buddy.Link/> (the “**Site**”). These terms of service (these “**Terms**”, “**Terms of Service**”, or “**Agreement**”) are an important legally binding agreement between you (“**you**”, “**your**”) and Ladder Labs Inc., a Quebec, Canada corporation (Ladder Labs Inc. and its affiliates, collectively, “**Buddy Link**”, “**we**”, “**us**” or “**our**”).

These Terms, the [Buddy Link Privacy Policy](#), and such other terms as may be included in any of them by reference (collectively, the “**Agreement**”) govern your use of the Site, and the content, information and services provided through the Site or other software or services provided by Ladder Labs Inc. or its subsidiaries (collectively, the “**Services**”). Buddy Link reserves the right to update and change the Terms of Service from time to time. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time on this page.

BY CLICKING ‘I AGREE’ OR ‘I ACCEPT’, USING YOUR APPROVED WALLET IN CONJUNCTION WITH THE SERVICES, ACCESSING THE SITE, OR OTHERWISE UTILIZING THE SERVICES, YOU ARE AGREEING TO BE LEGALLY BOUND BY THIS AGREEMENT, SO PLEASE READ IT CAREFULLY PRIOR TO DOING SO. We strongly recommend that you frequently review this Agreement to ensure that you understand it, and how it applies to your access to and use of the Services.

IF YOU ARE USING THE SERVICES PURSUANT TO AN ORDER FORM THAT REFERENCES THESE TERMS, THESE TERMS ARE FULLY INCORPORATED AND YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO REVIEW THEM PRIOR TO EXECUTING AN ORDER FORM.

1. DEFINITIONS

The following capitalized terms, as used throughout these Terms, will have the meanings set forth below. All other capitalized terms not defined herein shall have the meaning set forth in the Order Form(s) which reference(s) these Terms.

“**Account**” means a unique account created by you with Buddy Link using your Wallet held with an Approved Wallet Provider.

“**Affiliate**” means, in relation to a Party, another person or entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Party, or a Party's principal partners, shareholders, or owners of some other ownership interest.

“**Applicable Law**” means, with respect to any Person, any domestic or foreign, federal, state, provincial or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, judgment, decree or other requirement of any Regulator which is legally binding and applicable to such

Person or any of its Affiliates or any of their respective properties, assets, equity holders, officers, directors, members, partners, employees, consultants or agents.

“Approved Regions” means Canada, the United States and those places not listed in Exhibit “A” to this Agreement and where the Services are made available, such as they may be from time to time.

“Approved Wallet Provider” means a Wallet provider that is compatible with the Solana blockchain, as determined by Buddy Link in its sole discretion. Buddy Link reserves the right to withdraw or grant Approved Wallet Provider status to any Approved Wallet Provider at its discretion.

“Claim” means, with respect to any User, the act and function of claiming Referral Fees that is necessary to receive said Referral Fees in a User’s Wallet.

“Non-Fungible Tokens” means any token that exists on the Solana blockchain that is non-fungible, either under the Metaplex Token standard or otherwise.

“Order Form” means an order form detailing specific services and fees, including any addenda thereto, that Buddy Link and you execute from time to time to provide the Services and subject to these Terms. Each Order Form will incorporate these Terms Of Service and any additional terms, conditions and specifications identified by Buddy Link and you. Order Forms, including any duly executed addenda, shall be deemed incorporated herein by reference. In the event of any conflict between these Terms and an Order Form, the terms of the Order Form will prevail.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, Regulator or government or any agency or political subdivision thereof.

“Prohibited Activity” means the operation of or the direct or indirect facilitation of any of the following:

- Any act that is illegal in Canada, the United States or in the jurisdiction where the Person carrying out the activity is resident, domiciled or located;
- Operation of a business that is similar to or competitive with the Services;
- Operation of a crypto currency exchange;
- Operation of a payment processor, money transmitter, check casher, foreign exchange dealer, provider of prepaid access or other money services business;
- Betting, including lottery tickets, casino gaming chips, off-track betting, memberships on gambling-related internet sites, wagering and wagers at races;
- Bill payment services;
- Using the Services to sell, promote, offer to sell, or solicit the sale of securities or crypto assets;
- Credit counseling or repair agencies;
- Credit protection or identity theft protection services;
- Direct marketing or subscription offers;
- Inbound or outbound telemarketing businesses including lead generation businesses;
- Internet, mail or telephone order pharmacies or pharmacy referral services;

- Creation, promotion or sale of items that encourage, promote, facilitate or instruct others to engage in illegal activity;
- Creation, promotion or sale of items that may be counterfeit;
- Creation, promotion or sale of items that may infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- Creation, promotion or sale of items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- Creation, promotion or sale of items that promote, support or glorify acts of violence or harm towards self or others;
- Using the Services in any manner related to live animals;
- Using the Services in any manner related to payment aggregators;
- Purchase, sale or promotion of drugs, alcohol, or drug paraphernalia, or items that may represent these uses;
- Unregulated sales of money-orders or foreign currency;
- Using the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property, taxation and other proprietary rights and data collection and privacy;
- Using the Services in a manner that Buddy Link or any of its suppliers reasonably believes to be an abuse of the Services;
- Using the Services in a manner so as to avoid payment of Fees;
- Using the Services in any manner that could damage, disable, overburden, or impair Buddy Link or any of the Services including without limitation, using the Services in an automated manner;
- Using the Services in any way that assists you or others in the violation of any law, statute or ordinance;
- Using the Services to collect payments that support pyramid or ponzi schemes, matrix programs, other “business opportunity” schemes or certain multi-level marketing programs;
- Using the Services to control an account that is linked to another account that has engaged in any of the foregoing activities;
- Using the Services to defame, harass, abuse, threaten or defraud others, or collect, or attempt to collect, personal information about users, registered recipients, or third parties without their consent;
- Using the Services to intentionally interfere with another user’s enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code;
- Using the Services to make unsolicited offers, advertisements, proposals, or to send junk mail or spam to others;
- Using the Services to send or receive what Buddy Link considers to be funds for something that may have resulted from fraud or other illegal behavior;
- Using the Services while impersonating any person or entity or falsely claiming an affiliation with any person or entity; or
- Using the Services in any manner related to weapons including replicas and collectible items.

“**Referrer**” means a Person who creates a Referral Link.

“**Referral Fees**” means referral fees a Referrer generates upon: (a) a Person entering into a Transaction with a Vendor through such Referrer’s Referral Link (the Referrer’s “**Referred Party**”), or (b) such Referrer’s Referred Party (or such Referrer’s Referred Party’s Referred Party, and so on) entering into a Transaction with Vendor.

“**Referral Link**” means a referral link created through the Services. Through the Services, Vendors can allow Persons to generate a Referral Link which such Person can use in order to refer Vendor Services to third parties.

“**Regulator**” means any federal, provincial, state or local or foreign government or any court, arbitrator, administrative or regulatory agency or commission or other governmental authority or agency.

“**Secondary Solana (SOL) Token**” means any token that exists on the Solana blockchain that is not a Solana (SOL) Token. This could also be tokens that represent an equivalent or 1:1 representative value of the Solana (SOL) Token, such as wrapped tokens. Secondary Solana (SOL) Tokens can include both fungible tokens and non-fungible tokens.

“**Solana (SOL) Token**” means the native token of the Solana blockchain.

“**Solana Assets**” means, collectively, all Solana (SOL) Tokens, Secondary Solana (SOL) Tokens, Solana Program Library (SPL) Tokens, or Non-Fungible Tokens (NFTs).

“**Solana Program Library (SPL) Tokens**”, means any token that exists on the Solana blockchain that is not Solana (SOL) Token. Solana Program Library (SPL) Tokens can include both fungible tokens and non-fungible tokens.

“**Third Party Content**” means links, Transaction or Transaction information, graphics, images, social media content to third party sites, content or other information supplied by third parties and that can be viewed or accessed from or through the Services.

“**Third Party Servicer**” means a third party: (i) whose service are compatible with the Services, as indicated by Buddy Link; and (ii) which you may receive services from or you have entered into a Third Party Servicer Agreement with. Approved Wallet Providers and Vendors that you use, do business with, or enter into Transactions with, are Third Party Servicers.

“**Third Party Servicer Agreement**” means an agreement between you and a Third Party Servicer.

“**Vendor Agreement**” means an agreement between User and a Vendor relating to a Transaction.

“**Transaction**” means a Solana Asset transaction (for goods, services, digital assets, etc.) which has been or can be entered between a User and a Vendor upon User clicking a Referral Link.

“**User**” means a Person who enters into a Transaction with a Vendor upon clicking a Referral Link.

“**Vendor**” means a Person which uses the Services to launch a referral marketing campaign for its goods or services (“**Vendor Services**”).

“**Wallet**” means a valid account established at any Approved Wallet Provider or otherwise capable of receiving or otherwise transacting in Solana Assets.

2. SERVICES

The Services provide software infrastructure, support and tools to Vendors, who can use the software to launch a Solana blockchain-powered affiliate marketing campaign to sell Transactions. Through the Services, a Vendor can enable a Referrer to link their Wallet and generate a Referral Link, which, if used by a User to enter into a Transaction with Vendor, may result in such Referrer receiving Referral Fees in their Account or directly in their Wallet.

The Services allow Vendors to create their own parameters on how to distribute rewards to Referrers. For instance, a Vendor can decide to set up a structure whereby:

- for a Transaction completed through a Referrer’s (“**Original Referrer**”) Referral Link, such Original Referrer gets 15% of the Transaction amount;
- for a Transaction completed through the Original Referrer’s Referred Party’s (“**First Referred Party**”) Referral Link, the First Referred Party gets 10% of the Transaction amount and the Original Referrer gets 5% of the Transaction amount; and,
- for a Transaction completed through a First Referred Party’s Referred Party (“**Second Referred Party**”) Referral Link, the Second Referred Party gets 8% of the Transaction amount, and 7% of the Transaction amount is shared between the Original Referrer and First Referred Party.

The Services are provided “AS-IS” and that Buddy Link assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any data, user communications or personalization settings or their quality or accuracy. YOU ACKNOWLEDGE THAT TRANSACTIONS ARE PROVIDED BY THIRD PARTY SERVICE PROVIDERS WHO ARE NOT EMPLOYED OR RETAINED BY BUDDY LINK OR ANY OF ITS AFFILIATES.

You may not access the Services from territories where the Services or any content or functionality of the Services are prohibited.

Buddy Link is not responsible for any Transaction a User enters into with a Third Party Servicer or any Third Party Content. Third Party Servicers have not been screened by Buddy Link for the quality, legality or safety of their Third Party Servicer Agreements. You agree that Buddy Link does NOT assume responsibility for any products, content, services, websites, advertisements, offers, or information that are provided by third parties and made available through the Services, including, for certainty, Transactions made available through the Services by Vendors.

When you enter into a Third Party Servicer Agreement, you enter into such agreement directly with the Third Party Servicer. Buddy Link is not and does not become a party to or other participant in any contractual relationship between you and a Third Party Servicer. Vendor is not responsible for any

damages that you may incur resulting from entering into a Third Party Servicer Agreement. Buddy Link does not act as an agent in any capacity for a Third Party Servicer.

The only relationship between Buddy Link and a Vendor is that Buddy Link may receive Transaction-based fees from Vendor in consideration for Buddy Link's provision of Services to Vendor.

Unless otherwise expressly set forth on the Site or the Services description, Buddy Link is not able to reverse any Transaction.

You have the exclusive responsibility to ensure that Transactions you enter into are carried out: (i) in compliance with the requirements set out herein and in the Account; (ii) in compliance with any applicable Vendor requirements; (iii) using addresses and information that are true, correct, and free of error; and (iv) in compliance with any other applicable Vendor Agreement or agreement.

Buddy Link is not responsible of any breach or liability stemming from a Third Party Servicer Agreement.

Buddy Link reserves the right, in its sole discretion, to prohibit any Transaction in order to reduce the risk of fraud, security breaches, or other risks and also to comply with Applicable Law.

Buddy Link shall have no liability if a Transaction is delayed or fails on account of errors, lack of processing capacity, or other failure of any third party. Buddy Link does not control Wallets and shall have no liability to you for any losses occurring to you or in relation to your Wallet.

Your failure to adhere to the foregoing rules may result in a suspension or permanent ban on your ability to access Services.

3. USERS AND ACCOUNTS

You are prohibited from accessing or using the Services unless you: (i) are located and domiciled in an Approved Region; (ii) are eighteen (18) years of age or older; (iii) are not a Prohibited Person (as defined below); (iv) are not otherwise prohibited from using the Services; (v) undergo any registration or onboarding process that may be required by Buddy Link and provide true, accurate, current and complete information about yourself as prompted by any online registration form.

You can register for an Account by logging in using your Wallet held with an Approved Wallet Provider, and by completing any additional steps. More information on the registration process can be found on the Site. The registration process may differ for Vendors and Referrers.

You shall immediately notify Buddy Link if you suspect any unauthorized use or access of your Account or otherwise suspects any security breaches or attempted security breaches in the Services, Account or Wallet.

You assume exclusive responsibility for all Transactions and other activities that occur in or through your Account and through the Services and accept all risks of any unauthorized access to your Account, to the maximum extent permitted by law.

Buddy Link may, but is not obligated to, offer or require enhanced security features for the Services, such as two-factor authentication, and Know-Your-Customer (KYC) compliance. Any mention of, or linking to, third parties by Buddy Link that provide such security features (“**2FA Provider**”) (“**KYC Provider**”) is offered as a convenience and shall not be considered an endorsement or requirement of Buddy Link to use such 2FA Provider or KYC Provider.

Personal Information Consent

You authorize Buddy Link to, directly or through third parties, make inquiries and take any other actions Buddy Link deems reasonably necessary to verify your identity, and the information you have provided.

You consent to Buddy Link collecting, storing, processing and disclosing your personal information in accordance with the [Buddy Link Privacy Policy](#).

4. PROHIBITED USERS AND ACTIVITIES

Prohibited Persons

The following Persons are prohibited from using the Services (each, a “**Prohibited Person**”): (i) Persons who appear on the United States Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN), United States Commerce Department’s Denied Persons or other similar lists; (ii) Persons who are nationals or residents of Cuba, Iran, North Korea, Sudan, Syria or any other country, territory, or other jurisdiction that is embargoed by Canada, the United States or listed at **Exhibit “A”** of this Agreement; (iii) Persons who are less than 18 years of age; (iv) Persons who are not residents of and located in an Approved Region; (v) Persons, or their Affiliates, who have been subject to an Account termination for cause. Buddy Link reserves the right to add or remove Approved Regions at its sole discretion.

You are prohibited from accessing or using the Services in, from or through a location where your use of the Services would violate any Applicable Law. You represent and warrant that you are not a citizen or resident of any such jurisdiction, nor will you use the Services while located in any such jurisdiction.

The Services are not available in all jurisdictions. Buddy Link prohibits the use of the Services in certain jurisdictions, which jurisdictions may vary at Buddy Link’s sole discretion. Buddy Link may implement controls to restrict access to the Services from any jurisdiction from which use of the Services is prohibited. You shall comply with such restrictions, even if the methods imposed by Buddy Link to prevent the use of the Services are not communicated to you or are not effective or can be bypassed.

Prohibited Activities

You shall use the Services only for good faith Transactions for your own purposes and not on behalf of third parties. You shall not use the Services to, directly or indirectly, assist in any activity that is illegal in Canada, the U.S. or your jurisdiction, or use the Services in relation to any other Prohibited Activity (all of which are listed in the Definition section above). Buddy Link reserves the right to add or remove Prohibited Activities at its sole discretion.

Unacceptable use or behavior

You alone are responsible for your actions, conduct, and behavior while using the Services. You shall not:

- Engage in activity, or use the Services in any manner, that imposes an excessive burden on Buddy Link, or exposes Buddy Link to excessive security, financial or reputational risk, each as determined by Buddy Link in its sole discretion;
- Engage in any behaviors that disrupt or negatively affect or inhibit other users from fully enjoying the Services or those of Third Party Servicers;
- Detrimentally interfere with, intercept, or expropriate Buddy Link systems, data, or information;
- Transmit or upload to Buddy Link or the Services any malware, virus, trojan horses, worms, or other harmful programs;
- Circumvent, or attempt to circumvent, any content filtering techniques used by Buddy Link;
- Access, or attempt to access, any feature of the Services that you is not authorized to access;
- harass, stalk, threaten, defame, abuse, violate or infringe the legal rights of others, or otherwise be deceptive or objectionable, each as determined by Buddy Link in its sole discretion;
- Post or distribute unsolicited content, promotions, campaigns, or commercial messages, or any message or user content designed to advertise a third party product or service or deceive other users or other third parties;
- use the Services to do anything unlawful, misleading, malicious, or discriminatory;
- do anything that could disable, overburden, or impair the proper working order or appearance of the Services, such as a denial of service attack or interference with page rendering or other functionality;
- Post content or collect content containing private information of any other user or third party, including but not limited to phone numbers, email addresses, mailing addresses;
- Violate intellectual property rights or privacy rights of Buddy Link or of any third parties; or
- Induce or encourage any third party to engage in any activities or behaviors prohibited in this section.

5. DISCLAIMERS

By using the Services, you are accessing or using the Solana blockchain.

You acknowledge and agree that there are inherent risks associated with Solana Assets and the Solana blockchain more generally and that such risks extend to your use of the Services. These risks include, but are not limited to, the failure of hardware, software or internet connections, the risk of malicious software introduction and the risk of unauthorized access to your Account, Wallets, or Solana Assets. It is your responsibility to familiarize yourself with the risks involved with the Solana blockchain. Use of the Services does not remove these risks. Buddy Link is not responsible for any communication failures, disruptions, errors, distortions or delays when using the Services, however they may be caused.

You acknowledge that we make no representation whatsoever as to the value, present or future, of any Solana Assets. Transactions can take time to be confirmed and may, in some cases, not be completed. For example, if you initiate a Transaction to delegate Solana Assets to a third party and you provide an incorrect or incomplete address, the delegated Solana Assets may be lost and may not be recoverable. If you attempt to send or receive tokens that are not supported by your Account or Wallet, the tokens may be

lost entirely and may not be recoverable. In no event will Buddy Link be liable to you or to any third party for any of the foregoing.

Buddy Link is not, itself, offering to purchase or sell any Solana Assets from you or to you under this Agreement.

Buddy Link Regulatory Status

Buddy Link is not registered with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) or U.S. Department of the Treasury Financial Crimes Enforcement Network (FinCEN) as a money services business.

The Services are not a hosted or unhosted cryptocurrency wallet. Buddy Link never takes possession or control of any of your private keys associated with your Account or Wallet. Buddy Link is not a bank. Buddy Link is not a payment processor. Buddy Link is not a broker or investment advisor. There is no FDIC insurance on Solana Assets. You acknowledge that Solana Assets have no intrinsic value.

The Services may be unavailable or subject to certain restrictions in certain states or jurisdictions at the sole discretion of Buddy Link without prior notice to you and without your consent.

Third party content

In the Services, you may view or otherwise access Third Party Content. Buddy Link does not control or endorse any Third Party Content. You acknowledge that Third Party Content, when coupled with Third Party Servicer Services and your Approved Wallet Provider, may result in your carrying out Transactions. Transactions are not initiated by or controlled by Buddy Link. Buddy Link shall have no liability for Third Party Content, including without limitation any material that may be erroneous, incomplete, misleading, offensive, or otherwise objectionable. Further, your interaction with such Third Party Content is between you and the third parties and shall be subject to the third parties' terms of use. You acknowledge and agree that your use of any Third Party Content is at your own risk, and that Buddy Link is not responsible for any loss or damage in connection with such use.

Technology Provider

You agree and understand that Buddy Link acts only as an agnostic technology infrastructure provider which Vendors can utilize to build their own affiliate marketing campaigns to incentivize Referrers to market Transactions. Buddy Link does not create, issue, sell, or help market Transactions, advise on, endorse, or participate in a Vendor's marketing campaign, or take responsibility for the handling of any funds.

Risk disclosures, assumption of risks, and release of Buddy Link

Other than as expressly set forth in this Agreement, Buddy Link shall not be liable for any risks inherent in the Transactions or losses that may be incurred by you as a result of entering into a Transaction or using the Solana blockchain. You agree to release Buddy Link from any and all risk or liability related to or arising from a Transaction, Solana Assets, including, but not limited to, the following risks or possibilities:

- Risk of the network ceasing to operate rendering a Solana Asset impossible to be subject to a Transaction and entirely without use. The market for Solana Assets may also collapse without warning or discernible logic.
- There is risk that changes in Applicable Law could adversely affect your right to legally use, transfer, exchange, and/or obtain value from Solana Assets. It may be illegal, now or in the future, to own, hold, sell or use Solana Assets in one or more countries, including the United States.
- Transactions are, as a rule, irreversible. Consequently, losses due to fraudulent or accidental Transactions are generally not recoverable. Once a Transaction has been recorded on the Solana blockchain, it is not reversible. It is possible that, through computer or human error, or through theft or fraud, you Solana Assets could be transferred in incorrect amounts or to unauthorized third parties.
- Some Transactions shall be deemed to be made when recorded on the network, which is not necessarily the date or time that you initiate a Transaction.
- Solana Assets may be the target of fraud and cyber-attacks. On your devices and Wallets, such fraud and attacks can result in total loss to your funds. Attacks on the Solana blockchain or on Buddy Link may also result in unplanned and significant unscheduled downtime during which Transactions will not be executed.
- The Services, Solana Assets rely on the internet, that includes third party hardware, software, and internet connections, all of which may suffer communication failures, disruptions, errors, distortions or delays that might affect your ability to access and use the Services.

Disclaimer of Warranties

THE SERVICES ARE PROVIDED TO YOU ON A STRICTLY “AS IS,” “WHERE IS,” AND “WHERE AVAILABLE” BASIS. BUDDY LINK EXPRESSLY REFUSES TO REPRESENT OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, THE SITE, OR THE INFORMATION CONTAINED THEREIN OR ANY ASPECT OF ANY SERVICE CONTAINED THEREON.

YOU ACKNOWLEDGE THAT INFORMATION, SOLANA ASSETS THAT YOU STORE OR TRANSFER USING THE SOLANA BLOCKCHAIN MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED, OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES INCLUDING, BUT NOT LIMITED TO, INTERNET OUTAGES, FORCE MAJEURE EVENTS OR OTHER DISASTERS INCLUDING THIRD PARTY DOS ATTACKS, SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY SERVICERS, SCHEDULED OR UNSCHEDULED DOWNTIME OR MAINTENANCE, COMPUTER OR HUMAN ERROR, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES AND RECORDS OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

SOLANA ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. LADDER LABS

DOES NOT GUARANTEE THAT LADDER LABS CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY SOLANA ASSETS. LADDER LABS WILL HAVE NO LIABILITY WITH RESPECT TO ANY BLOCKCHAIN, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND OR ASSET LOSSES AS A RESULT. LADDER LABS WILL NOT BE RESPONSIBLE OR LIABLE TO VENDOR OR ANY REFERRER FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR, ANY USE OF SOLANA ASSETS OR THIRD PARTY SERVICES THAT INTERACT WITH THE BUDDY LINK SERVICES, INCLUDING ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, PRIVATE KEYS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED, ERRONEOUS OR INCOMPATIBLE ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR SOLANA ASSETS.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS; THEREFORE, SOME OR ALL OF THE DISCLAIMER OF IMPLIED WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW:

- a. BUDDY LINK AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY, THE “**BUDDY LINK PARTIES**”) WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ONE OR MORE OF THE BUDDY LINK PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) YOUR ACCESS OR USE, OR YOUR INABILITY TO USE, THE SERVICES, INCLUDING ANY TRANSACTION ACCESSED THROUGH THE SERVICES OR IN CONNECTION WITH THE SERVICES OR ANY PRODUCTS PURCHASED OR OFFERED, DIRECTLY OR INDIRECTLY, THROUGH THE SERVICES OR IN CONNECTION WITH THE SERVICES; (II) THE COST OF SUBSTITUTE GOODS AND SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES.

- b. IN NO EVENT SHALL THE BUDDY LINK PARTIES’ AGGREGATE LIABILITY TO YOU FOR ALL LOSSES RELATING TO THE SERVICES (INCLUDING ANY TRANSACTION ACCESSED THROUGH THE SERVICES OR IN CONNECTION WITH THE SERVICES OR ANY PRODUCTS PURCHASED, DIRECTLY OR INDIRECTLY, THROUGH THE SERVICES OR IN CONNECTION WITH THE SERVICES) EXCEED THE GREATER OF (I) \$500 USD; AND (II)

THE AMOUNTS PAID BY YOU TO BUDDY LINK IN THE 6 MONTHS PRIOR TO THE BRINGING OF ANY CLAIM.

- c. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- d. YOU ACKNOWLEDGE THAT THE BUDDY LINK PARTIES ARE THIRD PARTY BENEFICIARIES OF THESE TERMS AND HAVE THE RIGHT TO ENFORCE THESE TERMS AGAINST YOU.

6. FEES

Buddy Link does not charge Users or Referrers any fees for Services. Buddy Link may charge Vendors a fee for each successfully completed Transaction (“**Vendor Fees**”). Except as otherwise specified in a separate Order Form, the Vendor Fees will consist of 3% off any Referral Fees redeemed. Vendor Fees are subject to change at Buddy Link’s sole discretion.

Unless indicated otherwise in your Account or elsewhere in the Services, you are solely responsible for paying all network fees associated with Transactions, including those to Third Party Servicers, as the case may be. You are also responsible for paying all Solana network fees. Your Wallet must hold sufficient funds to cover the Transaction and its associated network fees, failing which the Transaction may be blocked, might fail, or result in your value being suspended temporarily or forever.

Transfer Up

Upon the successful completion of a transaction, Referrers will see the Referral Fees they are owed reflected in their Account. However, Referrers will not receive the Referral Fees they are owed in their Wallets automatically upon the completion of a Transaction. Instead, for Referral Fees to be transferred to a Referrer’s Wallet, a Person must activate the “Transfer Up” function, which, upon activation, will cause all Referral Fees to be transferred to the Token Accounts of all Treasuries owned by Referrers. Any Person may activate the Transfer Up.

Claiming Reward Fees

Referrers do not automatically receive Referral Fees after a Transfer Up is activated. Referrers must “Claim” their Referral Fees to fully receive their Referral Fees in their Wallet.

Taxes

It is your sole responsibility to comply with Applicable Laws related to your use of the Services including, without limitation, to pay any and all taxes that apply to any Transactions or your use of the Services. It is your sole responsibility to report and remit the correct tax amount to tax authorities. You acknowledge and agree that Buddy Link is not responsible for determining the amount of any taxes you owe, nor is Buddy Link responsible for determining if taxes apply to your use of the Services, or for collecting, reporting, or withholding any taxes arising from your use of the Services.

7. TERM AND TERMINATION

You can terminate this Agreement at any time for any reason or for any reason by ceasing to use the Services. If you are a Vendor and want to terminate this Agreement, then there is no guarantee that Referral Links associated with your business will be deactivated upon your termination.

At any time and in its sole discretion, without prior notice, and without any liability to you, Buddy Link may temporarily or permanently, suspend, restrict, or terminate your access to any or all of the Services for any reason or for no reason. Buddy Link is under no obligations to disclose its reason for any termination or suspension of Services to you.

Buddy Link will not be liable for any losses suffered by you resulting from any suspension or termination of the Services. You agree that your Solana Assets may not be possible to access via the Services during a suspension of Services.

Upon the expiration or termination of this Agreement, your access to the Services, and any licenses granted to you under this Agreement, will terminate.

Property Disputes

If Buddy Link receives notice or allegation that any balances held in your Wallet are stolen or lawfully not yours to possess, Buddy Link may (but has no obligation, and potentially no ability, to) place an administrative hold of undetermined length on those balances or the whole of the Account. Such hold, if any, may include but may not be limited to a suspension of access to the Services. Buddy Link shall not be liable for any losses incurred by you that occur in the course of an administrative hold, suspension or termination of access to any portion of or all of the Services in a property dispute. Buddy Link retains the right to report illegal or suspicious activity to the appropriate regulators.

8. INTELLECTUAL PROPERTY

Unless otherwise expressly indicated by us, all copyright and intellectual property rights in all content and materials (including but not limited to our logo, designs, text, graphics, files, videos, and displayed text, collectively “**Buddy Link Materials**”) contained in our Services on our Site or affiliate sites provided in connection with our Services are the proprietary property of Buddy Link, or our suppliers, licensors, or third party affiliates, and are protected by Canadian and international property laws. Buddy Link exclusively owns all right, title and interest in and to the results of the Services, and all modifications and improvements to the foregoing, including all intellectual property rights therein, and you will not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in any aspect of the Services, except as contemplated under this Agreement.

Notwithstanding anything to the contrary, as between Buddy Link and Vendor, Vendor exclusively owns all right, title and interest in and to Transactions (or any products offered through the services) and any marketing materials used by the Vendor in connection with the marketing of Transactions (“**Vendor IP**”). Vendor hereby grants to Buddy Link a worldwide, non-exclusive, royalty-free, fully paid-up, license to use all Vendor IP to the extent required for Buddy Link to provide and improve its Services.

We grant you a limited, non-exclusive, non-sublicensable license to access and use the Buddy Link Materials or Services. Such license does not permit the: (i) distribution of Buddy Link Materials, (ii) resale of Buddy Link Materials, (iii) making derivative works of Buddy Link Materials, or (iv)

decompilation, disassembling, reverse engineering, or any other attempt to discover the source code of the Site, Services, or Buddy Link Materials. This license shall automatically terminate if your access to the Services is suspended or terminated by us. “Buddy Link”, “Ladder Labs Inc.”, “Buddy Link”, “Solana blockchain”, any product or service names, logos, and other marks used on the Site or in Buddy Link Materials, or that we otherwise use in connection with the Services (collectively, the **“Buddy Link Marks”**) are trademarks owned by Buddy Link and our licensors. Without our prior written consent, you may not copy, imitate, or use Buddy Link trademarks. You also agree that you will not, both during the term of this Agreement and after it ends, either: (i) challenge, or assist others to challenge, any of the Buddy Link Marks or the registration thereof; or (ii) register, or attempt to register, any trade marks, service marks, trade names, or logos that are confusingly similar to the Buddy Link Marks.

We reserve the right to limit, deny, or terminate access to our Services with respect to any person who infringes on the intellectual property rights of others. If you knowingly misrepresent that any activity or Buddy Link materials are infringing on the intellectual property rights of another party, you may be liable to Buddy Link for certain costs or damages.

Buddy Link shall own and have exclusive rights (including but not limited to intellectual property rights) to any feedback, ideas, suggestions, or other materials or information that you provide through chat, email, posting through our Services, or otherwise (**“Feedback”**). You acknowledge and agree that any Feedback you submit is not confidential. You shall not be entitled to, and hereby waive any claim for, acknowledgement or compensation related to any Feedback you provide. You grant Buddy Link the right to unrestricted use and dissemination of any Feedback you provide, without acknowledgement or compensation to you.

You hereby grant Buddy Link a royalty free, irrevocable, perpetual, and exclusive worldwide license to use, copy, modify, display, publish, or distribute, in any form, any text, images, data, or materials or other content that you provide to Buddy Link using the Services, or submit, post, or otherwise send to Buddy Link that is not Feedback (the **“User Content”**). Buddy Link may remove any User Content from the Site or the Services at any time for any or no reason.

9. INDEMNIFICATION

You agree to indemnify and hold harmless Buddy Link Parties, from any and all claims, demands, actions, lawsuits, proceedings, investigations, liabilities, damages, losses, costs, expenses, fines and penalties including, without limitation, reasonable attorney’s fees, arising out of or related to (i) your breach of this Agreement, (ii) your violation of any Applicable Law, or the rights, including intellectual property rights, of any other person or entity, (iii) your use or misuse of our Services, (iv) your conduct in connection with the use or misuse of our Services, (v) your negligence, fraud, willful misconduct or misrepresentations, and (vi) acts or omissions of Third Party Servicers or Vendors. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding and determine if we wish to settle it, and if so, on what terms.

10. ARBITRATION

PLEASE READ THIS SECTION CAREFULLY, AS IT LIMITS THE MANNER IN WHICH YOU MAY SEEK RELIEF, AND REQUIRES YOU TO ARBITRATE DISPUTES WITH US. If you have a dispute with us, we will first seek to resolve such a dispute through our support team.

All disputes arising out of or in connection with this Agreement or the Services or in respect of any legal relationship associated therewith or derived therefrom will be referred exclusively to and finally resolved by arbitration administered by the Canadian Commercial Arbitration Centre (CCAC) pursuant to its applicable Rules posted here: <https://ccac-adr.org/en/international-arbitration>. The appointing authority will be the Canadian Commercial Arbitration Centre. There will be a single arbitrator who shall be a practicing Q.C. lawyer in accordance with the applicable CCAC rules. Each party will cover its own fees and costs associated with the arbitration proceedings; however, if the arbitrator finds that you cannot afford to pay the fees and costs reasonably associated with the arbitration proceedings, Buddy Link will pay them for you. Arbitration will take place in the English language in Montreal, Quebec, Canada. You may choose to have the arbitration conducted by telephone, based on written submissions. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court. Notwithstanding the foregoing, Buddy Link may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that this Agreement is specifically enforceable by Buddy Link through injunctive relief and other equitable remedies without proof of monetary damages. The parties expressly waive their right to a jury trial and also waive their right to participate in a class action claim related to this Agreement.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

NOTICE: BOTH YOU AND BUDDY LINK ARE AGREEING TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL BINDING ARBITRATION AND ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY AGREEING TO THIS AGREEMENT, BOTH YOU AND BUDDY LINK ARE GIVING UP YOUR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR PROVINCIAL LAW. BOTH YOU AND BUDDY LINK CONFIRM YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

Governing law

These Terms and the relationship between you and Buddy Link will be governed by the laws of the Province of Québec and the applicable federal laws of Canada. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and is hereby expressly excluded.

11. GENERAL

Electronic notices

You agree to receive all communications, including but not limited to, this Agreement, other applicable policies, updates to the same, statements, reports, invoices, receipts, notices, disclosures, legal or regulatory statements, or documents (collectively, the “**Communications**”) with respect to your Account and your use of the Services via electronic delivery.

By consenting to electronic delivery, you authorize Buddy Link to deliver Communications by (i) email notification, (ii) SMS or text message to a mobile phone number you have provided, or (iii) sending you an email message containing a link to, or a notice that directs you to, the Site where the communication or document can be read or printed.

You are responsible for providing Buddy Link with an up to date, true, accurate, and complete email address and to make sure Buddy Link emails are not deleted or otherwise missed on account of spam filters.

Severability

These Terms and any policies incorporated herein by reference shall be deemed severable. The invalidity or unenforceability of any of the terms or provisions of this Agreement, and any policies incorporated herein by reference, or the invalidity or unenforceability of the application thereof to any individual, entity or circumstance, shall not affect the application of such terms or provisions to individuals, entities or circumstances other than those as to which they are held invalid or unenforceable, and shall not affect the validity or enforceability of any other terms or provisions of this Agreement. Each term and provision of this Agreement and any policies incorporated herein by reference shall be valid and enforceable to the fullest extent permitted by law.

Assignment

Buddy Link may assign any of its rights or obligations under this Agreement without your consent and without prior notice to you. You may not assign or transfer any of your rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Buddy Link, which may be withheld in Buddy Link’ sole discretion. Any actual or attempted assignment hereof by you contrary to the terms of this Agreement shall be null and void.

Non-waiver of rights

Any failure or delay by Buddy Link to exercise any right, privilege, or power under these Terms shall not operate as a waiver thereof. This Agreement shall not be construed to waive any rights that cannot be waived under Applicable Laws.

Force majeure

Buddy Link shall have no liability or responsibility for: (i) failure in performance or interruption of service; (ii) any inaccuracy, error, delay in, or omission of information or transmission of information; or (iii) any loss or damage that you may incur, which results directly or indirectly from any force majeure event including, but not limited to flood, act of civil or military authorities, terrorist acts, extraordinary weather conditions, pandemic, fire, pandemic, war, strike or other labor dispute, interruption of telecommunication services, accident, power failure, hardware or software malfunction, any act of god, or any other act that is beyond our reasonable control.

Survival

All provisions of this Agreement, and any policies incorporated herein by reference, which by their nature extend beyond the expiration or termination of this Agreement shall survive the termination or expiration of this Agreement. Provisions which will survive termination or expiration of this Agreement shall include, but are not limited to, sections and provisions relating to Account termination or suspension, fees due to Buddy Link, disputes with Buddy Link, the Disclaimers section, the Property Disputes sub-section, the Intellectual Property section, the Indemnification section, the Arbitration section, and the General section.

Contact

If you have any feedback, comments, complaints or questions other than technical support, you can contact us using the contact information on our Site. When contacting us, we may ask you to provide us with your name, contact information and any other information we may need to identify you, your Account and any transaction on which you have questions, comments, or complaints.

Headings

Section headings and section labels are provided for convenience only, and do not form part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

English

This Agreement is presented in the English language. Any translation of this Agreement is for your convenience, and any meanings of terms, conditions, or representations are subject to the definition and interpretation of the English language.

Entire agreement

These Terms, and the policies incorporated herein by reference, constitute the entire understanding and agreement between you and Buddy Link regarding the Services. This Agreement, and the policies incorporated herein by reference supersede all other representations, agreements and understandings, both written and oral, including without limitation any prior versions of this Agreement, between you and Buddy Link with respect to the Services. In the event of any conflict between this Agreement and any other agreement you may have with Buddy Link, unless the other agreement specifically references and identifies this Agreement, this Agreement shall control.

EXHIBIT “A”

The Service cannot be used in the following jurisdictions:

- Central African Republic
- Democratic Republic of the Congo
- Eritrea
- Iran
- Iraq
- Lebanon
- Libya
- Mali
- Myanmar
- North Korea
- Somalia
- South Sudan
- Syria
- Tunisia
- Venezuela
- Yemen
- Zimbabwe
- Afghanistan
- Balkans
- Belarus
- Burundi
- Crimea (Ukraine)
- Cuba
- Guinea-Bissau
- Iraq
- Nicaragua
- Sudan and Darfur
- Syrian Arab Republic