

Terms of Service

1.1. These terms apply to the Chainkeeper Services described at [<https://www.chainkeeper.ai>] (including all associated services, features, technologies and functionalities) (“Services”) that are provided and owned by Uppsala Pte. Ltd. and its related and/or affiliated organizations (referred to as “Uppsala”, “we”, “us” and “our”). In these terms, “you”, “your” and “Customer” refers to any person and/or entity accessing or using the Service.

1.2. These terms will also apply to any updates or upgrades provided by us that replace and/or supplement the Services, unless such updates or upgrades are accompanied by separate terms in which case those separate terms shall apply.

1.3. We may amend these terms from time to time. Amendments shall take effect from the date the amended terms are published on [<https://www.chainkeeper.ai>]. If you use or access the Services after such amendments, you agree to the amended terms and to be bound by them. It is your responsibility to check for the latest version of the terms.

1.4. We may from time to time publish additional guidelines, rules, and conditions applicable to your use of the Services. You agree to comply with these additional guidelines, rules and conditions, which are incorporated by reference into these terms.

1.5. We have no obligation to provide, or continue to provide the Services, or any part thereof, now or in the future. We reserve the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to you, to: modify, suspend or discontinue the Services; restrict or modify access to the Services; and modify and/or waive any charges in connection with the Services. You are deemed to agree to such modifications if you continue the use of the Services.

BY USING THE CHAINKEEPER SERVICES, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE IN YOUR JURISDICTION TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST DISCONTINUE YOUR ACCESS TO AND USE OF THE CHAINKEEPER SERVICES.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE REVIEW THE ARBITRATION PROVISION CAREFULLY, SINCE IT AFFECTS YOUR RIGHTS. BY USING THE CHAINKEEPER WEBSITE, YOU UNDERSTAND AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION.

Intellectual Property

We (and/or our licensors or suppliers, as applicable) are the owner or the licensee of all intellectual property rights in the Chainkeeper Website and in the material published on the Chainkeeper Website including all derivative works, translations, adaptations or variations, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all intellectual property rights therein (all of the foregoing, individually and collectively, the “Chainkeeper Content”). All such rights in the Chainkeeper Content are reserved by us. You are hereby granted a limited license (without the right to sublicense) to access and use the Chainkeeper Content solely for your personal, non-commercial use. Nothing in these Terms shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth in these Terms.

The trademarks, service marks, trade names and logos, and any third-party marks used and displayed through the Chainkeeper Services are trademarks of Uppsala Pte. Ltd., its licensors, affiliates or sponsors, and may not be used by you other than to factually describe our Chainkeeper Services.

The animations, page headers, custom graphics, button icons, style sheets and scripts that contribute to the “look and feel” of the Chainkeeper Website are service marks, trademarks and/or trade dress of Uppsala Pte. Ltd. and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by Uppsala Pte. Ltd. in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits us.

If you believe information on the Chainkeeper Website is in violation of a copyright you hold, please contact us directly at the email listed at the end of these Terms setting forth the basis of your claim. Any confirmed infringing material will be removed as soon as possible.

You may choose to submit comments, bug reports, ideas or other feedback about the Chainkeeper Website, including, without limitation, about how to improve the Chainkeeper Services through the email address provided at the end of these Terms (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

User Account

You are required to apply and register for an account on our platform (“User Account”) to use the Services. Separate terms and conditions govern your use of our platform and your User Account. You are required to accept those terms and conditions.

You are solely responsible for controlling access to and the security of your User Account and your security credentials (including the electronic key). You will: (a) keep your credentials confidential and not allow any other person to access your User Account or the Services; and (b) notify us immediately if you have reason to believe that the security of your User Account or credentials has been compromised. For the avoidance of doubt, in cases where you have allowed any other person to use your User Account or have negligently or otherwise made your credentials available to other persons, you agree that you are and remain fully responsible for (a) the transactions and activities of such other persons; and (b) the consequences of any use or misuse of your User Account.

We reserve the right to monitor your usage of the Services and have the sole and absolute discretion to refuse access or use of the Services by any person (including you or any person authorized by you) at any time without having to give any reason or prior notice.

Third-Party Sites

We may provide links to content on external web sites that are not controlled by, or associated with Uppsala Pte. Ltd. (“Third-Party Sites”). We are not responsible for any of the content or information contained on Third-Party Sites, and our linking to such Third-Party Sites does not mean we endorse such sites. You acknowledge and agree that you access any Third-Party Site at your own risk, and you expressly release Uppsala Pte. Ltd. from any liability, loss, or damage of any nature arising from your use of any Third-Party Site. Any information you share with or actions you take on Third-Party Sites are governed by the applicable Third-Party Sites’ terms of use and privacy policy, which you should review carefully.

Privacy Policy

We may collect personal information in connection with the Chainkeeper Services. Please see our Privacy Policy for more information at <https://chainkeeper.ai>.

Disclaimer of Warranties

UPPSALA PTE. LTD. MAKES NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE CHAINKEEPER WEBSITE OR THE CHAINKEEPER SERVICES, INCLUDING ANY WARRANTIES WITH RESPECT TO TITLE, NON-INFRINGEMENT, TECHNICAL OPERATION, ACCURACY OR PERFORMANCE, DESCRIPTION, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, INCOME OR PROFITS, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF

WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF, OR ANY WAY RELATED TO THESE TERMS, YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO USE OR ACCESS, THE CHAINKEEPER SERVICES OR CHAINKEEPER WEBSITE, OR THE MANNER IN WHICH YOU USE INFORMATION OR DATA YOU RECEIVE FROM THE CHAINKEEPER SERVICES OR CHAINKEEPER WEBSITE REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

Indemnification

You agree to indemnify and hold Uppsala Pte. Ltd. and its directors, officers, employees, service providers, licensors, sponsors, suppliers and agents (“Indemnified Parties”) harmless against all liabilities, losses, damages, claims, expenses and costs (including reasonable attorneys’ fees) that any of the Indemnified Parties may incur arising out of or related to your use of (or linking to) the Chainkeeper Website or Chainkeeper Services or Third-Party Sites in violation of these Terms, your violation of applicable laws, rules or regulations, or your violation of any third party’s intellectual property rights or other proprietary rights. We reserve the right to assume the exclusive defense and control of the defense or settlement of any such claims for which we are entitled to indemnification. You agree to provide us with all cooperation we reasonably request.

Your Warranties

You agree that you are responsible for your own conduct while accessing or using the Chainkeeper Website and Chainkeeper Services, and for any consequences thereof. You agree to use the Chainkeeper Website and Chainkeeper Services only for purposes that are legal, proper and in accordance with these Terms and any applicable laws, rules or regulations. You represent and warrant that your use of the Chainkeeper Website and Chainkeeper Services will not, in any manner, involve posting or otherwise making available any content: (i) that contains hate-related or violent, defamatory, ethnically or racially offensive material, or is otherwise harmful, obscene, offensive, sexually explicit or

vulgar; (ii) that contains any material that violates or encourages conduct that would violate any applicable laws, rules or regulations, or third-party rights; or (iii) that abuses, harasses, or threatens another user of the Chainkeeper Website or Chainkeeper Services or any of our directors, officers, or employees.

Release

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Uppsala Pte. Ltd. and its Affiliates, licensors, and suppliers, and each of their respective directors, officers, agents, contractors, partners, advisors, employees, licensors, and suppliers from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with your use of the Chainkeeper Website or Chainkeeper Services.

Disputes; Governing Law; Choice Of Forum

To the extent that you do have any claims against Uppsala Pte. Ltd., you agree that: (i) any and all disputes, claims and causes of action against Uppsala Pte. Ltd. arising out of or connected with your use of the Chainkeeper Services shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees.

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the Singapore International Arbitration Centre in effect at the time of the arbitration, except as they may be modified herein. The number of arbitrators shall be one who shall be selected by Uppsala Pte. Ltd. The seat, or legal place, of arbitration shall be Singapore. The language to be used in the arbitral proceedings shall be English. The governing law of the Terms shall be the substantive laws of Singapore,

applicable to contracts made, executed and wholly performed in that country. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the parties. 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 Uppsala Pte. Ltd. shall be responsible for their respective attorneys' fees and expenses.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Chainkeeper Services or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

Miscellaneous

If any provision of these Terms is found to be invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

No waiver by Uppsala Pte. Ltd. of any breach or default by you under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver by Uppsala Pte. Ltd. must be in writing signed by Uppsala Pte. Ltd.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Uppsala Pte. Ltd. These Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. No provision of these Terms provides any person or entity not a party to these Terms with any remedy, claim, liability, reimbursement or cause of action, or creates any other third-party beneficiary rights.

In the future, we may change these Terms. If we decide to change these Terms, the effective date will be posted so that you will always know what terms of use apply when you use the Chainkeeper Website or Chainkeeper Services.

Contact Information

Please feel free to contact us with any questions.

Email: info@uppsalasecurity.com

These Terms were last updated on 22/11/2023.