

TERMS OF USE

Last updated on April 9, 2024

OUR SERVICES ARE NOT OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN THE UNITED STATES OR ANY RESTRICTED TERRITORY (AS DEFINED BELOW) (ANY SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY BEING A “**RESTRICTED PERSON**”). USE OF A VIRTUAL PRIVATE NETWORK (“**VPN**”) TO CIRCUMVENT THESE RESTRICTIONS IS PROHIBITED.

These terms of use, together with any additional agreements, documents and terms incorporated by reference, which includes any other terms and conditions or other agreement that Warpdrive Development Inc. (“**Thruster**”, “**we**”, “**us**” and “**our**”) posts publicly or makes available to you or the person or entity you represent (“**you**” or “**your**”) (collectively, these “**Terms**”), are entered into between Thruster and you concerning your use of, and access to, our (a) websites, including thruster.finance; (b) web applications; mobile applications and (c) all associated sites linked thereto by Thruster or its affiliates (collectively with any materials and services available therein, and successor website(s) or application(s) thereto, the “**Site**”).

As part of the Site, we provide a user interface (the “**Platform**”) to access a decentralized exchange platform for trading cryptocurrencies and other blockchain-based assets (“**Digital Assets**”) in a decentralized, peer-to-peer manner (the “**Protocol**”). These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Site, the Platform, the Protocol and all related tools, applications, data, software and other services provided by us (collectively, the “**Services**”). By accessing or using the Site or the Services, you accept and agree to be bound by and to comply with these Terms. If you do not agree to these Terms, then you must not access or use the Site or the Services.

By accessing or using the Site or the Services, you agree that Thruster does not provide execution, settlement, or clearing services of any kind and is not responsible for the execution, settlement, or clearing of transactions automated through the Services.

Use of the Services

Eligibility. As a condition to accessing or using the Services or the Site, you represent and warrant that:

- if you are an individual, you are of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them;
- if you are an entity, then you have the legal authority to accept these Terms;

you are not a resident, national, or agent of, located in, incorporated or otherwise formed in, or have a registered office in, the United States;

you are not a resident, national, or agent of, located in, incorporated or otherwise formed in, or have a registered office in, Antigua and Barbuda, Algeria, Bangladesh, Bolivia, Belarus, Burundi, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), the regions of Crimea, Donetsk or Luhansk, Cuba, Democratic Republic of Congo, Ecuador, Iran, Iraq, Liberia, Libya, Magnitsky, Mali, Morocco, Nepal, North Korea, Somalia, Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other country to which the United States, Canada, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, "**Restricted Territories**");

you are not a member of any sanctions list or equivalent maintained by the United States government, the Canadian government, the United Kingdom government, the European Union or the United Nations (a "**Sanctioned Person**");

you do not transact with or intend to transact with any Restricted Person or Sanctioned Person;

you do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Services; and

your access to the Services (A) is not prohibited by and does not otherwise violate or assists you to violate any (1) laws, constitutions, treaties, statutes, codes, ordinances, principles of common and civil law and equity, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international; (2) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, rulings, decrees and awards of any (a) multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing; (b) self-regulatory organization or stock

exchange; (c) entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; or (d) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies pursuant to the foregoing (each, a “**Governmental Authority**”); or (3) policies, practices and guidelines of, or contracts with, any Governmental Authority, which, although not actually having the force of law, are considered by such Governmental Authority as requiring compliance as if having the force of law, as the same may be amended from time to time and any successor thereto and in each case binding on, affecting or having jurisdiction over Thruster, you, the Site or the Services (collectively, “**Applicable Laws**”); and (B) does not contribute to or facilitates any illegal activity.

Acknowledgements. As a condition to accessing or using the Services or the Site, you acknowledge and agree that:

from time to time the Site and the Services may be inaccessible or inoperable for any reason, including without limitation: (A) equipment malfunctions; (B) periodic maintenance procedures or repairs that we or any of its suppliers or contractors may undertake from time to time; (C) causes beyond our control or that we could not reasonably foresee; (D) disruptions and temporary or permanent unavailability of underlying software, including without limitation blockchain infrastructure; or (E) unavailability of third-party service providers or external partners for any reason;

we reserve the right to suspend, restrict or modify access to the Site and the Services at any time in the event of any breach of these Terms, including, without limitation, if we reasonably believe any of your representations and warranties may be untrue or inaccurate, and we will not be liable to you, and you will hold us harmless from, any losses or damages you may suffer as a result of or in connection with the Site or the Services being inaccessible to you at any time or for any reason;

we may change, replace, or discontinue (temporarily or permanently) some or all of the Services at any time in our sole discretion;

the pricing information provided on the Site does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with Thruster; Thruster does not act as an agent for you or any other user of the Site or the Services;

you are solely responsible for your use of the Services, including all of your transfers of Digital Assets;

to the fullest extent not prohibited by Applicable Laws, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist under Applicable Laws, you hereby irrevocably disclaim and waive all of such duties and liabilities and hold us harmless from any of the foregoing;

you are solely responsible for reporting and paying any taxes applicable to your use of the Services;

we have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any Digital Assets that you may transfer to or from a third party and we are not responsible for ensuring that an entity with whom you transact with completes the transaction or is authorized to do so; and

you bear the entire risk with any transactions in Digital Assets and in using the Services.

User Responsibilities. As a condition to accessing or using the Services or the Site, you covenant to Thruster the following:

you (A) must provide all equipment, connectivity, and software necessary to connect to the Services and (B) are solely responsible for any costs and expenses, including Internet connection or mobile fees, which you incur when accessing the Services;

in connection with using the Services, you will only transfer legally-obtained Digital Assets;

you will comply with all Applicable Laws and obtain and maintain all applicable registrations or licenses under Applicable Laws in connection with using the Services, and you will not use the Site or the Services if the laws of your country, or any other Applicable Laws, prohibit you from doing so;

any Digital Assets you use in connection with the Services are either (A) owned by you or (B) you are validly authorized to carry out actions using such Digital Assets; and

in addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will (A) ensure that, at all times, all information that you provide on the Site and during your use of the Services is current, complete, and accurate and (B) maintain the security and confidentiality of your private keys associated with your Wallet (as defined below), passwords, API keys and other related credentials.

Digital Wallet; Non-Custodial Services.

In order to use certain features of the Site and Services, you may be required to connect your digital asset wallet(s) or address(es) (collectively, "**Wallet**") to the Platform. You acknowledge that we are not responsible for transferring, safeguarding, or maintaining your private keys or any assets associated with your Wallet. If you lose, mishandle or have stolen your Wallet private keys, you acknowledge that you may not be able to recover associated assets and that we are not responsible for such loss.

You acknowledge that you may disconnect your Wallet from the Platform at any time.

You agree to notify us immediately if you suspect your linked Wallet has been compromised or otherwise suspect any security issues related to your use of the Services.

You agree that you will not use the Services to transact with any digital currency that may be considered a security under Applicable Laws.

You acknowledge and agree that we may restrict, suspend or close your Wallet and access to the Platform for any reason or no reason, including if we reasonably believe that you have breached any of the terms of this Agreement.

Digital Assets that you purchase or use in relation to the Services may be held in one or more Wallets of yours. We do not operate, maintain, control or have custody over any contents of your Wallet. We accept no responsibility for, or liability to, you in connection with your Wallet and make no representations or warranties regarding how the Platform or the Services will operate with any specific Wallet. Any issues relating to your Wallet should be addressed to your Wallet provider.

You acknowledge that we are not responsible for, and you agree to indemnify us for, any loss or damage arising from your failure to comply with the requirements hereunder.

No Professional Advice or Fiduciary Duties

All information provided in connection with your access and use of the Site and 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 Site or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, Discord content, Telegram content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, 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. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

Prohibited Activities

By using the Site or the Services, you confirm that you will not use the Site or the Services to do any of the following (collectively, “**Prohibited Uses**”):

violate any Applicable Laws including, without limitation, any applicable anti-money laundering and anti-terrorist financing laws and sanctions programs;

engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Laws, including but not limited to (i) sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder (ii) use of Thruster’s intellectual property, name, or logo, including use of Thruster’s trade marks or service marks, without express consent from Thruster or in a manner that otherwise harms Thruster and (iii) any action that implies an untrue endorsement by or affiliation with Thruster;

use the Site and/or the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site and/or the Services, or that could damage, disable, overburden, or impair the functioning of the Site or the Services in any manner;

circumvent any content-filtering techniques, security measures or access controls that Thruster employs on the Site, including without limitation through the use of a VPN;

use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Site or the Services or to extract data, or introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site or the Services; provide false, inaccurate, or misleading information while using the Site or the Services or engage in activity that operates to defraud Thruster, other users of the Services, or any other person;

engage in improper or abusive trading practices, including (i) any fraudulent act or scheme to defraud, deceive, trick or mislead; (ii) trading ahead of another user of the Services or front-running; (iii) fraudulent trading; (iv) accommodation trading; (v) fictitious transactions; (vi) pre-arranged or non-competitive transactions; (vii) violations of bids or offers; (viii) cornering, or attempted cornering, of any Digital Assets; (ix) wash trading (i.e. entering buy and sell orders at the same or similar prices, volumes, and times for the purpose of generating trading volume); (x) spoofing (i.e. entering buy or sell orders without a bona fide intent to execute such orders and with the intent to cancel such orders before execution); (xi) manipulation (i.e. trading for the purpose of affecting the prices of Digital Assets and generating artificial prices); (xii) knowingly making any bid or offer for the purpose of making a market price that does not reflect the true state of the market; (xiii) entering orders for the purpose of entering into transactions without a net change in either party's open positions but a resulting profit to one party and a loss to the other party, commonly known as a "money pass"; or (xiv) any other trading activity that, we have, in our sole discretion, determined to be abusive, improper or disruptive to the operation of the Services.

use or access the Site or Services to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including without limitation terrorism or tax evasion;

use the Site or the Services in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;

use the Site or the Services from a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the Site or the Services is prohibited;

harass, abuse, or harm of another person or entity, including Thruster's employees and service providers;
impersonate another user of the Site or the Services or otherwise misrepresent yourself;
use the Site or the Platform for any purposes other than using the Services; or
encourage, induce or assist any third party to engage in any of the activities prohibited under this Section 3 or any other provision of these Terms.

The foregoing activities are representative, but not exhaustive, of Prohibited Uses. If you are uncertain as to whether or not your use of the Site or the Services involves a Prohibited Use or have other questions about how these requirements apply to you, then please contact us at legal@thruster.finance.

Your Content

You hereby grant to us a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium, or manner, any content that is available to other users as a result of your use of the Site or the Services (collectively, "**Your Content**"), including, without limitation, for promoting Thruster, its affiliates, the Services or the Site. You represent and warrant that (a) you own Your Content or have the right to grant the rights and licenses in these Terms and (b) Your Content and our use of Your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party's rights.

Proprietary Rights

You acknowledge that the Site or the Services may use, incorporate or link to certain open-source components and that your use of the Site or Services is subject to, and you will comply with, any applicable open-source licenses that govern any such open-source components (collectively, "**Open-Source Licenses**"). Without limiting the generality of the foregoing, you may not (i) resell, lease, lend, share, distribute, or otherwise permit any third party to use the Site or the Services; (ii) use the Site or the Services for time-sharing or service bureau purposes; or (iii) otherwise use the Site or the Services in a manner that violates any Open-Source Licenses.

Excluding the open-source software described in Section 5(a), Your Content or third-party software that the Site or the Services incorporates you acknowledge and agree that Thruster owns the Site and the Services, including all technology, content, software, images, text, graphics,

illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music and all intellectual property rights related thereto and other materials used, displayed, or provided on the Site or in connection with the Services but excluding Your Content (the “**Company Content**”) including all intellectual property rights subsisting therein. Thruster hereby grants you a limited, revocable, transferable, license to access and use those portions of the Site and the Services that are proprietary to Thruster solely in accordance with these Terms. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any Company Content or intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by these Terms is strictly prohibited. Company Content is made available solely for your personal, non-commercial use and may not be copied, reproduced, published, republished, modified, mirrored, uploaded, posted, transmitted, displayed, encoded, translated or distributed in any form or in way, including by e-mail or other electronic means, or stored in any retrieval system of any nature in any way, without the express prior written consent of us or such third party that may own such Company Content in each instance. You agree to abide by all copyright and other proprietary notices, information and restrictions contained in the Company Content and any other material accessed through the Site.

Any of Thruster’s product or service names, logos, and other marks used on the Site or as a part of the Services, including Thruster’s name and logo are trademarks owned by Thruster, its affiliates, or its applicable licensors (collectively, the “**Thruster Trademarks**”). You may not copy, imitate, or use them without the prior written consent of Thruster or the applicable licensors, and notwithstanding to the contrary these Terms do not grant you any rights in the Thruster Trademarks. You may not remove, obscure, or alter any legal notices displayed in or along with the Services.

You may choose to, or we may invite you to submit comments, feedback, or ideas about the Site and the Services, including without limitation about how to improve the Site or our Services (“**Feedback**”). By submitting any Feedback, you agree that (i) your disclosure is non-confidential, gratuitous, unsolicited and without restriction and will not place us under any fiduciary

or other obligation, (ii) you grant to us a perpetual, worldwide, royalty-free, irrevocable, transferable, sublicensable, non-exclusive and fully paid-up right to copy, use, reproduce, modify, adapt, publish, create derivative works from, translate, transmit, display, distribute, market, promote, sell or offer for sale, rent or lease such information or materials or any portions thereof (including any ideas for new products or Services or modifications to existing products or Services) and/or products or Services which practice or embody, or are configured for use in practicing, such information or materials or any portion thereof, in any form or medium known or later developed, in furtherance of these Terms and the actions and transactions contemplated hereby, including the right to bring an action for infringement of these rights, (iii) we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone and (iv) you will have no claim against for any actual or alleged infringement of any proprietary rights, rights of privacy or publicity, moral rights or rights of attribution in connection with our use of any Feedback you provide. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related comments, feedback and ideas previously known to us, or developed by our employees, or obtained from sources other than you.

You acknowledge and understand that the Services are non-custodial. When you deposit Digital Assets into an account in any Thruster-developed smart contract, you retain control over those Digital Assets at all times. The private key associated with the Wallet from which you transfer Digital Assets is the only private key that can control the Digital Assets you transfer into Thruster-developed smart contracts. In some cases, you may withdraw Digital Assets from any Thruster-developed smart contract only to the digital address from which you deposited the Digital Assets.

Fees

For Services that require payment, you will pay the amounts specified by us, including without limitation as specified on our Site, our documentation or in any invoice or subscription issued by us. Unless otherwise stated, you must make payments in advance. Unless otherwise specified, unpaid amounts are subject to interest equal to the lower of (i) 1.5% per month (18% per annum) or (ii) the maximum permitted by applicable laws, on any outstanding balance, plus all expenses of collection. You will be

responsible for all taxes associated with the Services other than taxes based on our net income. Your access to and/or use of the Services may be terminated or cancelled without notice for any unpaid and due amount. We reserve the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Services. Any amounts paid by you are non-refundable.

Payment processing services for the Services may be provided by a payment processor and in such circumstances you are subject to the applicable payment processor services agreement. By agreeing to the Agreement or continuing to use the Services, you agree to be bound by such payment processor services agreement, as it may be modified by the payment processor from time to time.

Incremental fees may be charged where new or additional functions are added or become available to you.

We or our partners may offer gift and promotional codes to users of the Services. Certain codes may be redeemed for gift or promotional credits applied to your account, which then may be used to purchase eligible content, subject to the terms included with your codes. Other codes may be directly redeemable for specific content. These codes and credits, as well as any promotional value linked to them, may expire if not used within the period specified in your account. Gift and promotional codes offered by us may not be refunded for cash, unless otherwise specified in the terms included with your codes or as required by applicable law. Gift and promotional codes offered by a partner are subject to that partner's refund policies. If you have multiple saved credit amounts, we may determine which of your credits to apply to your purchase. Please review any terms included with your codes for more details.

You must ensure that you, and anyone representing you, comply with our ordering and reporting requirements in effect from time-to-time, which may include providing us with written reports on the use of the Services by you in the format, for the period and within the timelines as specified by us. To permit us to confirm compliance with this Agreement and Applicable Laws, while this Agreement remains in effect and for a period of two (2) years thereafter, you must keep accurate records including records about: (a) the use of the Services by you; (b) any use of our trademarks and other intellectual property; and (c) compliance with the obligations of this Agreement. To assure such compliance, we and/or our auditors may

inspect, both while this Agreement remains in effect and for a period of two (2) years thereafter, such records from time-to-time. Any such audits shall be conducted during regular business hours and shall not interfere unreasonably with your normal activities. If an audit reveals that you have not complied with the obligations of this Agreement, you may be required to pay our reasonable costs of conducting the audit.

Third Party Links

The Site or the Services may provide, or third parties may provide, links to other external sites, applications or resources. You acknowledge and agree that we are not responsible for the availability of such external sites, applications or resources, does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

Modification, Suspension and Termination

We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable (temporarily or permanently) the Site or the Services, in whole or in part, for any reason whatsoever. Upon termination of your access, your right to use the Services will immediately cease. We will not be liable for, and you agree to indemnify us for, any losses suffered by you resulting from any modification to any Services or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the Site or the Services.

Risks

By using the Services or interacting with the Site in any way, you represent and warrant that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; Digital Assets, including the usage and intricacies of native Digital Assets, smart contract-based tokens, and systems that interact with blockchain-based networks. Thruster does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks is open source, such that anyone can use, copy, modify, and distribute it. By using the Services, you acknowledge and agree that (i) Thruster is not responsible for the operation of the software and networks underlying the Services, (ii) there exists no guarantee of the functionality, security, or availability of such software and such networks, and (iii) the underlying networks are subject to sudden changes in

operating rules, such as those commonly referred to as “forks,” which may materially affect the Services.

You acknowledge and agree that (i) blockchain networks use public/private key cryptography, (ii) you alone are responsible for securing your private keys, (iii) we do not have access to your private keys, (iv) losing control of your private keys will permanently and irreversibly deny you access to your Digital Assets, (v) neither Thruster nor any other person or entity will be able to retrieve or protect your Digital Assets and (vi) if your private keys are lost, then you will not be able to transfer your Digital Assets to any other blockchain address or wallet and if this occurs, then you will not be able to realize any value or utility from the Digital Assets that you may hold. The Services and your Digital Assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Thruster to continue to make available its proprietary software and, thus, could impede or limit your ability to access or use the Services. You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to Digital Assets and the Services, and could result in the theft or loss of your Digital Assets. To the extent possible, we intend to use commercially reasonable efforts to update or cause to be updated Thruster-developed smart contracts related to the Services to account for any advances in cryptography and to incorporate additional security measures necessary to address risks presented from technological advancements, but you agree that such intention does not guarantee or otherwise ensure full security of the Services.

You acknowledge that the Services are subject to flaws and that you are solely responsible for evaluating any code provided by the Services or Site. This warning and others we provide in these Terms in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing the Services or accessing the Site.

Although we intend to provide accurate and timely information on the Site and during your use of the Services, the Site and other information available when using the Services may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated

from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site or as part of the Services are your sole responsibility. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any information distributed via the Site or otherwise when using the Services. Prices and pricing information may be higher or lower than prices available on platforms providing similar services.

Any use or interaction with the Services requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills to appreciate and understand such risks. Any reference to a type of Digital Asset on the Site or otherwise during the use of the Services does not indicate our approval or disapproval of the technology on which the Digital Asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of Digital Asset.

Use of the Services may carry financial risk. Digital Assets are, by their nature, highly experimental, risky, and volatile. Transactions entered into in connection with the Services are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Site and the Services at your own risk. The risk of loss in trading Digital Assets can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. By using the Services, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying Digital Assets. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Services or any Digital Asset. You accept all consequences of using the Services, including the risk that you may lose access to your Digital Assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Services.

You and we agree to comply with all Applicable Laws and acknowledge that such compliance may require us to, upon request by government agencies, take certain actions or provide information, including without limitation information about you, which may not be in your best interests. You are responsible for all trades you place, including any erroneous orders that may be filled. We do not take any action to resolve erroneous trades that result from your errors.

Any Services you interact with are entirely your own responsibility and liability, and we are not a party to the Protocol.

At any time, your access to your Digital Assets may be suspended or terminated or there may be a delay in your access or use of your Digital Assets which may result in the Digital Assets diminishing in value.

The Services may be suspended or terminated for any reason or no reason, which may limit your access to your Digital Assets.

You hereby assume, and agree that Thruster will have no responsibility or liability for, the risks set forth in this Section 8. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Thruster, its affiliates, and each of their respective shareholders, members, directors, officers, managers, employees, lawyers, accountants, advisors, agents, representatives, suppliers and contractors related to any of the risks set forth in this Section 8.

Indemnification

You agree you will defend, indemnify, and hold harmless Thruster, its affiliates, and each of their respective shareholders, members, directors, officers, managers, employees, lawyers, agents, accountants, advisors, representatives, suppliers, and contractors (collectively, “**Indemnified Parties**”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation legal fees and expenses, arising out of or relating to: (a) your use of, access to or conduct in connection with, the Site, the Platform, Company Content or the Services; (b) Digital Assets associated with your Wallets; (c) any Feedback, Your Content or user content you provide to Thruster including without limitation misleading, false, or inaccurate information; (d) your violation of these Terms; (e) your infringement or misappropriation of the rights of any other person or entity; (f) your wilful misconduct; (g) your violation of any Applicable Laws; or (h) any other party’s access and use of the Site, the Platform, Company Content or the Services with your Wallet, unique username, password or other appropriate security code. If you are obligated to indemnify any Indemnified Party, we (or, at its discretion, the applicable Indemnified Party) will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms, and you agree to cooperate with us in connection with the foregoing.

Disclaimers

We are a developer of open-source software. Thruster does not operate a Digital Asset exchange platform or offer trade execution or clearing services and, therefore, has no oversight, involvement, or control concerning your transactions using the Services. All transactions between users of Thruster-developed open-source software are executed peer-to-peer directly between the users' digital addresses through a smart contract. You are responsible for complying with all Applicable Laws.

You understand that Thruster is not registered or licensed by the U.S. Commodity Futures Trading Commission, the U.S. Securities and Exchange Commission or any other financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the Thruster-developed open-source software. The Site and the Thruster-developed open-source software do not constitute advice or a recommendation concerning any commodity, security, or other Digital Asset or instrument. Thruster is not acting as an investment adviser or commodity trading adviser to any person or entity.

Thruster does not own or control the underlying software protocols that are used in connection with the Services. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. Thruster is not responsible for the operation of the underlying protocols, and Thruster makes no guarantee of their functionality, security, or availability.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, YOU UNDERSTAND AND AGREE THAT THE SITE, THE PLATFORM AND THE SERVICES (AND ANY OF THEIR CONTENT OR FUNCTIONALITY) PROVIDED BY OR ON BEHALF OF US ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WE EXPRESSLY DISCLAIM, AND YOU HEREBY WAIVE, ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, LEGAL, STATUTORY OR OTHERWISE, OR ARISING FROM STATUTE, OTHERWISE IN LAW, COURSE OF DEALING, OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, IMPLIED OR LEGAL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, AVAILABILITY, RELIABILITY, ACCURACY, QUIET ENJOYMENT AND

NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SITE, THE PLATFORM OR THE SERVICES (INCLUDING ANY DATA RELATING THERETO) WILL BE UNINTERRUPTED, AVAILABLE AT ANY PARTICULAR TIME, OR ERROR-FREE. FURTHER, WE DO NOT WARRANT THAT ERRORS IN THE SITE OR THE SERVICE ARE CORRECTABLE OR WILL BE CORRECTABLE.

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

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

Exclusion of Consequential Damages

You acknowledge and agree that in no event shall the Indemnified Parties be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of fiat, assets, data, information, revenue, opportunities, use, goodwill, profits or other business or financial benefit) arising out of or in connection with the Site, the Platform, Company Content or the Services and any of their content and functionality, any execution or settlement of a transaction, any performance or non-performance of the Site, the Services, the Platform, your Digital Assets or any other product, service or other item provided by or on behalf of Thruster, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not the Indemnified Parties have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder. In addition, you acknowledge and agree that Thruster shall not be in any way responsible for the execution or settlement of transactions between users of Thruster-developed open-source software.

Limitation of Liability

Under no circumstances will any Indemnified Party be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Site, the Platform, the Services or the

Company Content and other information contained therein. To the maximum extent permitted by Applicable Laws, we assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Site, the Platform, Company Content or the Services; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Site, the Platform or the Services; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Site, the Platform, Company Content or the Services by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Site, the Platform or the Services; and/or (vii) Your Content or the defamatory, offensive, or illegal conduct of any third party You agree that if, notwithstanding the other provisions of these Terms, an Indemnified Party is found to be liable for any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, such Indemnified Party's liability shall in no event exceed the amount of the fees paid by you to Thruster under these Terms, if any, in the one-month period immediately preceding the event giving rise to the claim for liability, if any. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by Applicable Laws.

Force Majeure

We will have no responsibility or liability for any failure or delay in performance of the Site, the Platform or any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including any (a) flood, extraordinary weather conditions, earthquake, or other act of God, (b) fire, (c) war, (d) insurrection, (e) riot, (f) labour dispute, (g) accident, (h) epidemic or pandemic, (i) action of government, (j) new laws or regulations or change in existing laws or regulations or the interpretation or enforcement of any of the foregoing, (k) communications, (l) power failure, (m) equipment or software unavailability, disruption or malfunction, (n) hacking or other attack on the Site, the Platform or the Services, (o) the unavailability, disruption or malfunction of any network or blockchains or (p) the unavailability, disruption or malfunction of the Internet.

Survival

The following sections of these Terms will survive any termination of your access to the Site or the Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 4 through 18.

Governing Law

The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Site or the Services, will be governed by and construed and enforced under the laws of Panama without regard to conflict of law rules or principles (whether of Panama or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. For any other proceeding that is not subject to arbitration under these Terms, the courts located in Panama will have exclusive jurisdiction. You waive any objection to venue in any such courts.

Dispute Resolution and Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THRUSTER AND LIMITS HOW YOU CAN SEEK RELIEF FROM THRUSTER. ALSO, ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR HAVING A JURY TRIAL.

You and we agree that any dispute arising out of or related to these Terms, the Site or the Services is personal to you and us and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action, or any other type of representative proceeding.

Except for disputes in which you or we seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and we waive all rights to a jury trial and to have any dispute arising out of or related to these Terms or the Services resolved in court. Instead, for any dispute or claim that you have against us or relating in any way to the Site or the Services, you agree to first contact us and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to us by email at legal@thruster.finance. The Notice must: (i) include your name, residence address, email address, and telephone number; (ii) describe the nature and basis of the claim; and (iii) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Thruster cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the Centro de Conciliación y Arbitraje de

PanamáCentre (“**CeCAP**”) or, under the limited circumstances set forth above, in court. All disputes submitted to the CeCAP will be resolved through confidential, binding arbitration before one arbitrator (the “**Arbitrator**”). The place of arbitration shall be Panama unless the parties agree otherwise and shall be conducted under CeCAP’s Arbitration Regulation (the “**CeCAP Rules**”). The language to be used in the arbitral proceedings shall be English. The most recent version of the CeCAP Rules are available on the CeCAP website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the CeCAP Rules or waive your opportunity to read the CeCAP Rules and waive any claim that the CeCAP Rules are unfair or should not apply for any reason. The Arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The Arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. The Arbitrator, Thruster, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared, and presented for purposes of the arbitration or related to the dispute(s) therein. The Arbitrator will have the authority to make appropriate rulings to safeguard confidentiality unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Thruster agree that for any arbitration you initiate, you will pay the filing fee and all other CeCAP fees and costs. For any arbitration initiated by Thruster, Thruster will pay all CeCAP fees and costs. You and Thruster agree that the courts of Panama have exclusive jurisdiction over the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or the Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and Thruster will not have the right to assert the claim. If any portion of this Section 16 is found to be unenforceable or unlawful for any reason: (i) the unenforceable or unlawful provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no

impact whatsoever on the remainder of this Section 16 or the parties' ability to compel arbitration of any remaining claims on an individual basis under this Section 16; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 16 is found to prohibit an individual claim seeking injunctive relief, then that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 16 will be enforceable.

Amendments

We reserve the right, at our sole discretion, to amend these Terms from time to time. If we make changes, we will provide you with notice of such changes, which may include providing notice through the Services or updating the date at the top of these Terms. Unless we state otherwise in our notice, all such modifications are effective immediately, and your continued use of the Site and the Services after we provide that notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, then you must stop using the Site and the Services.

General

You acknowledge and agree that our privacy policy, which is available at <https://docs.thruster.finance/docs/informational/privacy-policy>, is incorporated herein by reference and forms part of these Terms.

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our "**Communications**") that we provide in connection with these Terms, the Site or any Services. You agree that we may provide our Communications to you by posting them on the Site or by emailing them to you at the email address you provide in connection with using the Services, if any.

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

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

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

You agree that you may not assign or transfer any right to use the Site or the Services, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control, which may be withheld at our sole discretion. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

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

These Terms contain the entire agreement between you and Thruster, and supersede all prior and contemporaneous understandings between the parties regarding the Site and the Services.

In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to the Agreement other than the Indemnified Parties.

[PreviousBrand Kit & Assets](#)

[NextPrivacy Policy](#)

Last updated 4 days ago