

# **Terms of Service**

## **[ Garden Finance]**

### **Introduction**

- 1 These Terms of Service (“Terms”) set forth the legally binding terms and conditions of your access to and use of our website (www.garden.finance), accessed through desktop, mobile, browser extension or any other mode or method, mobile applications, desktop applications, products or services (the “Online Platform”) operated or offered by Garden Finance (“Garden Finance”, “we”, “us” or “our”).
- 2 By accessing or availing our Online platform or Services, the User (“user”, “you” or “your”) agrees to be bound by these Terms. We reserve the right to modify these Terms, at any point in the future, without prior notice to you. In case of any material change in these Terms, we will notify you through our Online Platform to the extent feasible. The updated copy of these Terms will be available on our Online Platform along with the date of last revision. Your continued usage of our Online Platform will serve as your acceptance of the revised Terms. These Terms should be read in conjunction with our Privacy Policy and any terms and conditions mentioned on our Online Platform for any specific product or service.

### **Our Services**

- 3 Our Online Platform provides an interface to access a decentralized protocol on various public blockchains that allows users to swap Bitcoin (BTC) to wrapped Bitcoin (WBTC) and *vice versa*. Our Platform currently does not support any other cryptocurrency, digital tokens/assets, virtual assets/currency (“Digital assets”) except BTC and WBTC (“Supported digital assets”).
- 4 We are not involved in the trading or swapping as a party and DO NOT operate any liquidity pools. Liquidity is provided by independent third party service providers (“Third party services”). We are not responsible for any actions, transactions, or other activities conducted by such service providers. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Service at any time without notice.
- 5 We DO NOT provide any wallet service and you are required to use any third party non-custodial wallet to access our Online Platform and use our Services. We do not obtain control over your non-custodial or the contents of your wallet.
- 6 We only provide the interface and software but have no control over your blockchain interactions or activities. We do not store, transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise execute any

transaction on your behalf. You are solely responsible for any and every transaction initiated and executed through our Online platform.

- 7 We reserve the right to make changes to the Interface, including adding, modifying, or discontinuing products or features.

### **Restricted countries and Persons**

- 8 You are not permitted to or eligible to avail any of our Services available through our Online platform if you are in, under the control of, or a national or resident of Iran, North Korea, Myanmar, Pakistan, People's Republic of China, Russia or Syria or any country subject to UN Sanctions, United States embargo, the black list of Financial Action Task Force (FTAF), United States of America, the European Union (each a "Restricted Country"), or if you are a person on the economic sanctions lists as published from time to time by applicable authorities (including, but not limited to the Office of Financial Sanctions Implementation (part of HM Treasury), the U.S. Commerce Department's Denied Persons List, Unverified List, or Entity List, or the EU financial sanctions regime) (each a "Restricted Person"). Restricted Countries also include any country where the local laws do not allow any entity to offer digital asset related services without registration or license. Restricted Countries include, but are not limited to Sudan, Cuba, Canada, Estonia, United Arab Emirates, Hong Kong and Singapore. Our Services are only available in jurisdictions where they may be legally offered as per applicable laws and regulations. We reserve our right to modify the list of "Restricted countries" and "Restricted persons" at any point of time at our sole discretion.

### **Risk assessment**

- 9 We may use publicly available information, as well as Third-Party Services, to assess the risks associated with illicit or non-compliant activities, phishing, or other potential threats. Such risk assessment services may be provided by various third-parties. We reserves the right, but has no obligation, to use publicly available and accessible information and engage third-party providers to monitor and assess your and/or other users' wallet addresses, third-party links, domain names, virtual currencies, smart contracts, and any other content available via the Interface for the risks of money laundering, terrorism financing, fraud and/or any other illicit or non-compliant activities. No additional personal data is collected to perform such compliance assessment.

### **Your use of Online Platform**

- 10 We only grant you a limited, non-exclusive, non-transferable license, subject to these Terms, to access and use our Online Platform and avail our Services for lawful purposes.

### **Nature of Blockchain and Smart contract transactions**

- 11 All transactions relating to supported virtual assets must be confirmed and recorded in the associated public blockchain. We do not own, control, or operate any such blockchain network and will not be liable for any delay, blockage, outage, errors or omissions in execution of any transactions on any blockchain network. You understand that transactions initiated or executed on public blockchains are irreversible. You also understand and represent that smart contract transactions automatically execute and are irreversible once confirmed.

### **Gas Fees**

- 12 Blockchain transactions require the payment of transaction fees to the appropriate network ("Gas Fees"). You understand and agree that you will be solely responsible to pay the Gas Fees for any transaction that you initiate through our Online platform.

### **Disclosure of Risk**

- 13 You understand, acknowledge and agree that dealing or trading in Virtual Assets are subject to market conditions and involve a high degree of risk. Price or value of Virtual Assets is subject to fluctuations which may result in a partial or complete loss of your funds.
- 14 You also understand, acknowledge and agree that any services availed through our Online Platforms cannot be construed as financial, investment or legal advice. We are not a financial institution, bank, credit union, trust, hedge fund, broker or investment or financial advisor, and are not subject to the same laws, regulations, directives or requirements applicable to such entities or persons. Availability of any service involving any particular Supported Virtual Asset on our Online Platforms cannot be construed as any form of endorsement, recommendation or support for that digital asset from our side.
- 15 You also acknowledge and agree that our ability to provide any service may be detrimentally impacted by regulatory action or changes in regulations applicable to Virtual Assets. You are solely and exclusively responsible for all trading decisions made by you while using the services.
- 16 You understand and agree that transactions once initiated on any blockchain network cannot be reversed, undone or rectified or modified. We will have no liability or responsibility in case you initiate any transaction with incomplete or incorrect details.
- 17 You understand and agree that our Online platform is purely non-custodial and we do not ever have custody, possession, or control of your Virtual asset at any point of time. You understand and represent that Your use of our Online platform does not create or impose any fiduciary obligations on us.
- 18 You are solely responsible for transferring, safeguarding, or maintaining your private keys and access to your associated non-custodial wallet or Virtual assets stored therein. You may not be able to recover access to your wallet or Virtual assets in case such Virtual assets are lost or stolen. We will not be

responsible for any loss, damage or liability arising from your failure to safeguard and protect your wallet or Virtual assets.

- 19 We do not make any representations or warranties regarding compatibility of our Online platform with any specific wallet and We will not be liable for any loss, damage, act or omission with respect to or in connection with your use of any Third party wallet.

### **Representations by the User**

20 You understand, agree and represent that:

- You are above 18 years or other age limit as prescribed under your law to be competent and eligible to enter into contracts and are not a Restricted Person or a person from Restricted Countries.
- You are financially and technically sophisticated enough to understand the inherent risks associated with using blockchain based systems and that you have a working knowledge of the usage and intricacies of supported virtual assets.
- We are merely providing a technology platform and you are solely and entirely responsible for the legal, regulatory and tax compliance of all transactions carried out by you using the services, subject to these Terms. We do not act as your agent or execute any transaction on your behalf.
- You will not engage in, or attempt to engage in, any activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- You will not seek to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks.
- You will not be involved in any market manipulation tactics including rug pulls, pumping and dumping and other activities which violate any applicable law, rule, or regulations.
- You will not, in any manner, obtain or attempt to obtain the private key, password, account, or other security information from any other user;
- You will not disguise or interfere with the IP address of your computer or any other device which you use to access our Online platform in any manner whatsoever. You will not use any form or type of VPN to access our Online Platform.
- You will not initiate or execute any transaction through our Online platform which involves Virtual assets which are stolen, fraudulently received or received without authorisation.

- We reserve our right to change, modify, repair, suspend and halt our Services through the Online Platform. We will strive to provide you with a minimum downtime, however, we do not warrant that our Online Platform and our Services will always be available/ uninterrupted. We will not be liable to you for any losses incurred due to any interruption, suspension or halt in our Services. We may suspend, withdraw, discontinue, or change all or any part of the Online Platform without notice.

### **No Warranties**

- 21 We make no warranties about the availability and functionality of any product, feature, service or attribute of our Online Platform as they are provided as “as is” and “as available” basis. We do not make any express or implied warranty that our services or your access to our services will be uninterrupted, seamless, timely, fast or error free. We disclaim any representations and warranties of any kind, whether express, implied, or statutory, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
- 22 Any material available on our Online Platform is only tentative and for information purpose only. We make no representation or warranty about the relevance, accuracy, timeliness or completeness of such information and encourage you to independently check and verify such information from independent sources.

### **Limitation of Liability**

- 23 To the extent permitted by law, we will not be liable for any loss or damage caused to you through use of our Online Platform or in relation to or on account of access or inability to access our Online Platform.
- 24 We or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries shall not be liable to you for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages arising out of or in relation to your access or use, or inability to access or use our Online Platform, whether such damages are based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of any of the products, even if We knew or should have known of the possibility of such damages.
- 25 Virtual assets or platform like ours relating to virtual assets may be targeted by hackers or malicious groups or organizations who may attempt to interfere with the any transactions related to your virtual assets through various means including malware attacks, distributed denial of service, consensus-based attacks, sybil attacks, phishing, smurfing and hacking. We will adopt and maintain a reasonable standard of security, however, we will not be liable to you for any loss or damage caused to you on account of any such attack or interference.
- 26 We may engage the services of Third Party Service Providers in connection with the development, operation and maintenance of our Online Platform

and for providing Liquidity and other features. We shall not be liable for any suspension, halt or interruption of our Services through the Online Platform or for any other action or activity of such Third Party Service Providers. You acknowledge sole responsibility for and assume all risk arising from your use of such Third Party Services.

- 27 Notwithstanding anything contained in any other part of these Terms and to the fullest extent permitted by law, in no event shall our total liability to you for all damages exceed the amount of one hundred US dollars (\$100.00 USD) or its equivalent in the local currency of the applicable jurisdiction.

### **Suspension or termination of service**

- 28 We reserve our right to disable your access to the Online Platform or any Services offered through Online platform at any time in case you breach the Terms or any applicable laws or regulations or we find you to be or you become ineligible to use our Services. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with our Online Platform being inaccessible to you at any time or for any reason.

### **Force majeure**

- 29 We shall not assume any and all risks and liability, in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract system bugs or weaknesses, earthquakes, storms or other nature-related events, acts or orders of government, actions of the government, change of laws, introduction of new law, acts of terrorism or war, epidemic, pandemic, technological change, changes to any blockchain-related protocol, information security attacks on service providers, and fraud conducted by third parties, and such other similar events which are beyond our reasonable control.

### **Indemnification**

- 30 You shall indemnify and hold harmless us, our affiliates, subsidiaries, our officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out or relating to (a) your use of our Services, (b) your breach of these Terms, or (c) your violation of any law, rules or regulations or the rights of any other user or a third party.

### **Intellectual Property Rights**

- 31 We retain our Intellectual Property Rights and all right, title, and interest in and to the Platform, and all patent, copyright, trade secret and other intellectual property rights contained therein and all derivatives thereto, subject only to the licenses specifically granted to the User under these Terms. Notwithstanding any other provision of these Terms, nothing in these Terms shall be construed as limiting or restricting our right or ability to

market, distribute, license or otherwise exploit our Intellectual Property Rights in our Online Platform or our Services in any manner. All rights not expressly granted to the User herein are reserved by us. There are no implied rights.

- 32 For the purposes of these Terms, Intellectual Property Rights means all intellectual property rights or proprietary rights available under applicable laws including without limitation patents, utility models, rights to inventions, copyright and related rights, designs, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

### **Miscellaneous**

- 33 Assignment: Any right, license or access granted to you under these Terms cannot be assigned or transferred to any third person and any contract, arrangement or attempt to transfer such rights shall be void ab initio. We may assign, or transfer any or all rights and obligations that accrued in our favor under these Terms, at our sole discretion, to our subsidiaries, affiliated entities, or any other third party without any restriction.
- 34 Amendments: We revise our rights to amend these Terms, with or without notice. The up to date copy of these Terms will be available on our Online Platforms mentioning the date of the last update. We urge you to regularly review and take notice of changes made in these Terms. We will endeavor to notice you in case of any material change in these Terms to the extent possible and feasible. Your continued use of our Services would be deemed to be your acceptance to be bound by the updated Terms. If you do not agree with any part of these Terms or any amendments thereof, we insist that you stop using the Online Platform and our services with immediate effect.
- 35 Governing Law: These Terms are governed by the laws of Panama and any dispute arising out of or in connection with your use of our Online platform or Service will be subject to exclusive jurisdiction of the courts at Panama.
- 36 Entire Agreement: These Terms, including Privacy Policy, comprise the entire understanding and agreement between you and us and it supersedes any and all prior discussions, agreements and understandings of any kind (including any information, material or communication you may have seen on our Online Platform or may have received from us or any third party).