

## TERM OF USE

**Last amended:** Marth 31, 2024

Please read carefully these Terms of Use ("**Terms**" "**Agreement**") before using our site ("**Site**"). These Terms are an agreement concluded between you ("**You**", "**Your**", "**User**") and Monolith SPC, a company incorporated and registered in Cayman Islands at 69 Dr Roy's Drive, PO Box 2510, Grand Cayman, KY1-1004, Cayman Islands (also "**Company**", "**We**", "**Us**", "**Our**") and governs your access to our Site which is available at <https://monolith.overdone.it/> .

**Communications & Unsubscribing.** When You use our Site, or send emails, text messages, and other communications from any device to Us, You are communicating with Us electronically. You consent to receive communications from Us electronically in a variety of ways, such as by mail, e-mail, push notices, direct messaging, or by posting notices and messages on the Platform. Of course, We'll always provide You with the option to unsubscribe to electronic communications. You can also contact us any time by email: [info@monolith.vc](mailto:info@monolith.vc).

**Your representations and warranties.** You are entitled to use our Services only if You represent and warrant that you have the full legal capacity using our Site and are responsible for your actions in connection with the use of the Site. You also represent that you are legally permitted to use the Site in your jurisdiction.

**Acceptance & Usage.** If you start to use our Site and/or read these Terms, it means that you have confirmed that you are 18 years old or over and/or that your company is registered in appropriate law of your jurisdiction except the prohibited jurisdiction as set below.

This Agreement is an offer, a public contract. In case of acceptance of the following conditions (acceptance), you, as a user of this Site, undertake to fulfill the Terms of this Agreement. By starting to use any service of the Site, the user confirms his legal capacity and/or legal capacity, and acceptance of the terms of the Agreement in full, without any reservations or exceptions.

**Our Services.** Our mission is to identify and support groundbreaking startups in the Web3 space and transformative AI technologies, drive positive change within industries by providing strategic investment and guidance to visionary entrepreneurs. Specialization: Blockchain, AI, Innovations, DeFi, Infrastructure, Gaming и RWA.

Innovation, collaboration and impact are our core principles. We support innovation at all levels and strive to support projects that push the boundaries of what is possible. We strive to have a positive impact on industries and society at large by prioritizing projects with the potential for meaningful change.

**Representations and warranties.** Registering the Account, You represent and warrant that:

- You've accepted these Terms, as well as other documents of the Company that are published in the website {<https://monolith.overdone.it/>} (including, but not limited to Privacy Policy)
- You as a company have the full legal capacity to use the Site in your jurisdiction
- You are at least 18 years old and have reached the age of majority in your country of residence
- You are not a resident, not registered, not acting on behalf of and/or in favor of a resident of the **Restricted territories:** territories temporarily occupied by Russian Federation (such as Crimea, Abkhazia, South Ossetia, so-called Pridnestrovian Moldavian Republic, Donetsk People's Republic, Luhansk People's Republic, Sevastopol, etc.), countries subject to United Nations, European Union, UK Treasury and US Office of Foreign Assets Control sanctions lists, namely but not limited: Democratic People's Republic of North Korea, Islamic Republic of Iran, Syrian Arab Republic, South Sudan, Republic of Sudan, Nigeria, the Republic of Cuba, and other countries, where services as on our Platform are banned by the government or require registration and licensing by competent public authorities;
- You will not use the Platform for illegal purposes or suspicious transactions, including, but not limited to, transactions directly or indirectly related to terrorist financing, fraud, corruption and circumvention of sanctions restrictions;
- The information provided by You is true, current, and complete.

**Content.** Content posted on the Service is published as of its stated date or, if no date is stated, the date of first posting. Neither We nor the Third-Party Providers have undertaken any duty to update any such information. We do not prepare, edit, or endorse Third Party Content. We also do not guarantee the accuracy, timeliness, completeness or usefulness of Third Party Content, and are not responsible or liable for any content, advertising, products, or other materials on or available from third party sites. You will not hold Us and/or any Third-Party Provider liable in any way for (a) any inaccuracy of, error or delay in, or omission of the Content; or (b) any loss or damage arising from or occasioned by i) any error or delay in the transmission of such Content; ii) interruption in any such Content due either to any negligent act or omission by any party to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) to any other cause beyond the reasonable control of Us and/or Third-Party Provider, or iv) non-performance. Any price quotes may be delayed 20 minutes or longer, according to the rules and regulations applicable to exchanges and Third-Party Providers. Neither Company nor the Third-Party Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither Company nor the Third-Party Providers make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment. Content is provided exclusively for personal and noncommercial access and use. No part of the Service or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server,

web site or other medium for publication or distribution or for any commercial enterprise, without Our's express prior written consent. You acknowledge that We is the sole owner of Our Marks and that other Marks are the property of their respective owners. You agree that you will not use any Marks for any purpose without the prior express written consent of the respective owners.

**Copyright.** We respect copyright law and expect its users to do the same. If You believe that any content or material on the Site may infringe copyrights You own, please notify us by email: [info@monolith.vc](mailto:info@monolith.vc) .

**Intellectual Property.** The content of our Site (including its text, graphics, images, illustrations, designs, videos, logos, icons, fictional characters, sound recordings, software and other elements) is the intellectual property of our Company, its subsidiaries or affiliated companies, and protected by copyright, patent, trade secret and other intellectual property rights.

The Company hereby grants you a limited, worldwide, royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Site and their Services. This license is provided for your personal, non-commercial use only.

Such license does not include any right to: (a) sell or commercially use any part of our Site; (b) copy, reproduce, distribute, publicly perform or publicly display any part of our Site; (c) modify any part of our Site, remove any proprietary rights notices; (d) reverse engineer or attempt to extract the source code of that software.

Any use of our Site other than as specifically authorized herein, without Our prior written permission, is strictly prohibited.

## **Disclaimer**

**YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.**

You should note that all risks set out herein are not intended to be exhaustive nor to be presented in any assumed order of priority.

**Services offered by the Site.** Our services are provided on an execution only basis. We do not provide investment, legal or marketing advice. We also don't offer you to invest or buy our MONOLITH SPC stocks.

**Links to Third Party Websites.** The Site may contain links to third-party websites and services. Please note, their presence does not mean that they are recommended by the Company. The Company does not guarantee their safety and conformity with any of Your expectations. You should therefore note you click on external links at their own risk and the Company cannot be held liable for any damage or loss, or any other impact, directly or

indirectly resulting from the use of any content or goods available on or through any such third-party websites and services.

**Risk of Forward-Looking Statements.** The information, any data, content, and materials provided on the Site, in our documentation, and through communications, whether marked as relating to the Terms or not, may contain forward-looking statements based on current expectations that involve a number of risks and uncertainties. All opinions, forecasts, projections, future plans or other statements other than statements of historical fact, are forward-looking statements. Any development plans and projections, business projections, future functionality and projected performance of the Site or the Company, as well as prospects and future events related to any industry, are forward-looking statements. Forward-looking statements by their nature address matters that are, to different degrees, uncertain or unknown. We can give no assurance that any forward-looking statements will prove to have been correct. Actual events, results, or outcomes could differ materially from what is stated in the forward-looking statement, and you should not rely on any such forward-looking statement.

IN NO EVENT SHALL MONOLITH SPC, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY OR TO ANYONE ELSE FOR ANY KIND OF FINANCIAL LOSS, LOST PROFITS, ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR ANY OTHER SIMILAR DAMAGE OR ANY OTHER LOSS OR INJURY, RESULTING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICES, CAUSED IN WHOLE OR PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL.

IN NO EVENT SHALL FUSION MEDIA, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY OR ANY ONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH CONTENT ON THE SERVICESOR THE SERVICES THEMSELVES.

### **Legal Restrictions**

Without limiting the foregoing, you understand that laws regarding financial contracts vary throughout the world, and it is your sole obligation to ensure that you fully comply with any law, regulation or directive, applicable to your country of residence with regards to the use of the Services. The ability to access Our Services does not necessarily mean that our Services, and/or your activities via the Services, are legal under the laws, regulations or directives applicable to your country of residence.

The Services does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation.

Access to the Services, and the offering of financial contracts via our Services, may be restricted in certain jurisdictions, and, accordingly, users accessing our Services are required to inform themselves of, and to observe, such restrictions.

**Termination.** These Terms are valid as long as You continue to use the Site. We reserve the right immediately, without notice, to suspend or block Your access to the Site in case of your violation of applicable laws, obligations under these Terms, or the rights of third parties, or if We reasonably believe You have committed fraud, negligence or other misconduct.

**Applicable law and dispute resolution.** These Terms are governed by laws of Cayman Islands. All disputes that may arise in connection with these Terms must be resolved through negotiations. You agree that in order to resolve disputes between You and the Company, an effective and mandatory method of negotiations is communication with authorized persons of the Company to the email [info@monolith.vc](mailto:info@monolith.vc) .

If You and We are unable to agree on the subject matter of the dispute within sixty (60) calendar days, any dispute, disagreement or claim arising under these Terms shall be settled by the relevant court of Cayman Islands.

These Terms will be interpreted, construed, and enforced in all respects in accordance with the laws of Cayman Islands without reference to its choice of law rules to the contrary.

**Class Action Waiver.** The parties (You and We) further agree that the court shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason the parties shall be deemed to have not agreed to class action.

**Survival.** This Waiver of Class Actions section shall survive any termination of Your use of the Platform or Services We supply.

**Force Majeure.** Except for any payment obligations, neither you nor we will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

**Language and Translations.** Site may provide translations of these Terms or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control.

**Waiver.** The waiver by either You or We of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.

**Change of Terms.** We reserve the right to change these Terms and other documents of the Site at any time in accordance with this paragraph. If We make changes to these Terms, We undertake to publish the updated Terms in the website of Site and indicate the date of the "**Last amended**" at the beginning of these Terms. If You do not agree with the amended Terms, You may immediately terminate this Agreement with Us by ceasing to use our Site. If you continue to use our Site, these Terms will go into effect. Please check this page periodically to make sure you agree with the changes.

**Our contact information.** We hope these Terms help You to understand how our Site works. If you have any questions regarding our Site, please email us [info@monolith.vc](mailto:info@monolith.vc) .