NovaLink

Risk Disclosure Policy

Last Updated: November 2026

Website operator: NTECH LINK TECHNOLOGIES LTD, BVI Company No. 2195904.

Website: novalink.technology

Contact: support@novalink.technology

Status of this Policy. This Risk Disclosure Policy is published by the Company on the Website and should be read together with the Website Terms of Use and the Privacy and Cookies Policy . It is current as at the date stated above and may be updated from time to time; the version published on the Website when you access it applies. It does not constitute legal, financial, tax or investment advice, or an offer or solicitation of any kind. Where this Policy conflicts with a signed agreement or other terms you have accepted with the Company (including the Store Terms), that agreement or terms applies to the matters it covers.

1. PURPOSE AND SCOPE

1.1 In this Policy, "Company", "we", "us" and "our" mean NTECH LINK TECHNOLOGIES LTD, a company incorporated in the British Virgin Islands (Company No. 2195904), which operates the Website and the NovaLink Store. Other capitalised terms have the meaning given in the Website Terms of Use .

1.2 This Policy describes two categories of risk:

(a) risks relating to functions the Company itself performs, namely operating the Website, supplying NovaLink technology, Machines and infrastructure, and operating the NovaLink Store (Section 2); and

(b) risks arising from activities carried out by Community Platforms, other group companies, partners and third parties, including participation programmes, licences, rewards and Digital Assets (Sections 3 to 9, which also describe general technology, legal and tax risks that may apply to the Company's own functions).

1.3 The risks in paragraph (b) are described for transparency, so that you understand the wider ecosystem in which NovaLink technology is used. Describing a risk relating to a third party's activity does not mean that the Company carries out the relevant activity, controls it, or assumes any risk, obligation or liability in respect of it. Those activities are governed by the terms of the relevant operator.

1.4 This Policy does not describe every risk. You should read the documents of any operator you deal with and, where appropriate, obtain independent professional advice.

2. RISKS RELATING TO THE COMPANY'S OWN FUNCTIONS

2.1 Website information. Website Content describes NovaLink at a general level and may change. Roadmap items, planned features, certifications and commercial phases may be delayed, changed or not delivered.

2.2 Machines. Machine performance depends on factors outside our control, including your home internet connection, your internet service provider's terms, power supply and local conditions. Some internet service providers restrict or prohibit sharing or reselling bandwidth, and operating a Machine may breach your agreement with them.

2.3 Certifications. Some hardware certifications or declarations of conformity are held by third parties such as manufacturing or distribution partners, not by the Company. A certification described as "in process" or "planned" has not been obtained, and Machines may not be available or permitted for operation in every market.

2.4 NovaLink Store purchases. Purchases are governed by the Store Terms. Risks include shipping delays, customs and import restrictions, duties and taxes, and country-specific availability.

2.5 Network demand. We do not guarantee any level of demand for, or utilisation of, network capacity, or that NovaLink's commercial network-capacity activities will generate any revenue. Descriptions of those activities concern the Company's business and do not create any entitlement for you.

2.6 Laws affecting Machines. Telecommunications, data protection, sanctions, export control and consumer laws may change and may restrict the sale, shipping or operation of Machines in your jurisdiction.

3. DIGITAL ASSETS AND INTERNAL UNITS

3.1 "Digital Assets" means crypto-assets, stablecoins and other digital tokens, whether issued by third parties or by a Community Platform. Internal accounting units used by a Community Platform (such as USDN) are not Digital Assets for the purposes of this Policy.

3.2 The Company does not issue, offer, sell, hold or custody any Digital Assets. The NovaLink Store may accept certain Digital Assets as payment of the purchase price for goods, which is received solely as such under the Store Terms.

3.3 Community Platforms and other group companies may use internal accounting units, may issue their own Digital Assets, and may or may not provide wallet facilities. The nature of these, and any lock

periods, transfer, conversion or withdrawal rights, are set solely by the terms of the relevant operator, which you should read before participating.

3.4 Any Digital Asset or internal unit carries risk. Its value, transferability or usability may be reduced or lost, including through technical failure, security incidents, regulatory change, and a Digital Asset may never become tradable or have any market.

4. TECHNOLOGY AND OPERATIONAL RISKS

4.1. Technological Dependencies

Machines and the NovaLink network depend on internet connectivity, embedded software, servers and other technical infrastructure, any of which may experience outages, disruptions or malfunctions.

4.2. Cybersecurity Threats

The Website, Machines, Community Platforms and wallets may be exposed to cybersecurity threats, including but not limited to hacking, phishing, malware, and Distributed Denial of Service (DDoS) attacks. Unauthorised third parties may gain access to your devices, and any accounts you hold with Community Platforms or wallet providers, resulting in theft, loss, or corruption of funds or data. You are responsible for maintaining the security of your login credentials, private keys, and devices used to access the Website, a Community Platform or a wallet.

4.3. Software Vulnerabilities

Software used by the Company, Machines and Community Platforms may contain undiscovered vulnerabilities. Such vulnerabilities may be exploited to cause malfunction, resulting in unexpected consequences, including loss of assets. The Company cannot guarantee the reliability, functionality, or continued development of third-party software applications, and assumes no liability for losses resulting from such risks.

4.4. Compatibility

Machines are supplied with embedded operating software and need a compatible internet connection, router and home network to operate. Some internet service plans, connection types or provider equipment may not support a Machine, or may limit or interrupt its operation (see the ISP Compatibility Note). Embedded software may be updated remotely, which may change how a Machine operates, and a Machine kept offline may miss updates and not operate correctly.

4.5. Operational Risk

Human error, process failures, or disruptions at third-party providers we rely on (including hosting, connectivity, manufacturing and logistics providers) may affect the availability of the Website, the operation of Machines or the fulfilment of NovaLink Store orders. Errors on your side, such as incorrect order or delivery details, improper installation, or tampering with a Machine or its embedded software, may cause delays, malfunction or loss that cannot always be remedied.

5. REGULATORY AND LEGAL RISKS

5.1. Regulatory Uncertainty

Laws and regulations affecting the NovaLink ecosystem are evolving. New rules may be introduced, existing rules may change, sometimes with short transition periods, and authorities may interpret or enforce them differently over time. This includes rules on reward and participation programmes, on sharing home internet connections and operating network equipment, and on data protection. Such changes may restrict or end the availability of Machines or participation programmes in your jurisdiction, change how they are classified or taxed, or affect their value or the way they operate.

5.2. Compliance with Laws

You are responsible for ensuring that your activities across the NovaLink ecosystem, including purchasing and operating Machines and taking part in any related programme, comply with the laws that apply to you, including anti-money laundering, counter-terrorist financing, sanctions, export control and local rules on operating network equipment, as well as the terms of your internet service provider. The Company and other operators in the ecosystem may each apply their own identity (KYC/KYB), sanctions or other compliance checks, and may delay, refuse, suspend or end an order, service or participation where required by law or their own compliance policies.

5.3. Local Jurisdiction Risk

The Company and Community Platforms restrict the availability of products, Machines, shipping and programmes in jurisdictions where they identify legal or regulatory restrictions. Laws may, however, change or apply differently depending on your individual circumstances, and an offering available to you may later be restricted, suspended or withdrawn in your jurisdiction. You are responsible for ensuring that your use complies with the laws that apply to you, and you must not use inaccurate location or delivery information, or tools designed to conceal your location, to access an offering that is not available where you are.

5.4. Cross-Border Considerations

Community Platform programmes, and any payments or withdrawals made in connection with them, may be restricted or treated differently under the laws of your jurisdiction, and those laws may conflict with the laws applying to the relevant Community Platform. The same applies to the import and operation of Machines. This may delay or prevent your participation, a payment or withdrawal, or the use of a Machine. You are responsible for understanding the legal implications of participating in Community Platform programmes and operating Machines across borders.

5.5. Governing Law and Dispute Resolution

Different documents and operators in the ecosystem may be subject to different governing laws and dispute resolution mechanisms. In particular:

(a) the Website Terms of Use are governed by the laws of the British Virgin Islands, and disputes under them are resolved as set out in Section 24 of those Terms;

(b) the Store Terms may apply their own governing law and forum, and Community Platforms, distributors and other operators may apply theirs, which may differ from those of the Website Terms and from your place of residence;

(c) claims relating to a Community Platform programme, including rewards, licences or USDN, must generally be brought against the operator of that Community Platform under its terms, and not against the Company;

(d) arbitration or proceedings in a foreign jurisdiction may involve higher costs, longer timeframes, procedures in a language other than your own, limited rights of appeal and, where permitted by law, no class or collective actions; and

(e) these factors may affect how, where and whether you can enforce your rights in practice.

This does not affect any mandatory consumer protection rights that apply to you under the laws of your place of residence and cannot be excluded by contract.

6. RISKS OF PARTICIPATING IN COMMUNITY PLATFORMS

6.1 Community Platforms are operated by separate legal entities. Participation programmes, licences, rewards, bonuses, caps, internal accounting units and any payout or withdrawal are designed, offered and administered by the relevant Community Platform under its own terms. Participation in any programme operated by a Community Platform is referred to as "Participation". Any rewards offered under such programmes ("Rewards") are determined, administered and paid solely by the relevant Community Platform. The Company is not a party to those arrangements unless a signed agreement expressly states otherwise.

6.2 Risks commonly associated with such participation include that:

(a) caps, adjustments or forfeiture rules may reduce Rewards below any indicative or calculated figure;

(b) licences or similar rights do not represent ownership of any Machine, infrastructure, business or enterprise;

(c) Rewards credited in Digital Assets or internal accounting units are subject to the risks in Section 3; and

(d) programmes, rules and availability may differ by jurisdiction.

6.3 Before participating, read the terms and risk disclosures of the relevant Community Platform. Those documents, not this Policy, set out your rights and obligations.

7. USER RESPONSIBILITIES

7.1. Security Responsibilities

You are responsible for ensuring that your personal information, passwords, private keys, and security credentials are kept confidential and secure. You must implement appropriate security practices, such as using multi-factor authentication, regularly updating passwords, and protecting your devices from malware.

7.2. Financial Responsibility

You are solely responsible for your financial decisions, including the decision to purchase a Machine or other product, to participate in a Community Platform programme, and to make payments or withdrawals in connection with them. The Company does not provide financial advice.

8. NO GUARANTEES OF RETURNS

8.1. The purchase of a Machine or other product from the NovaLink Store is a purchase of goods, governed by the Store Terms. It is not offered or intended as an investment. Participation in any programme operated by a Community Platform does not confer any right to, or create any expectation of, income, profit or any return.

8.2. As set out in Section 6.1, Rewards are determined, administered and paid solely by the relevant Community Platform. The Company does not determine, pay or guarantee any Rewards and has no obligation to any participant in respect of them.

8.3. Any Rewards are variable and may depend on factors including:

(a) demand for and utilisation of network capacity;

(b) the operation, connectivity and uptime of the relevant Machine;

(c) the aggregate number and activity of participants;

(d) the rules, eligibility criteria, caps and adjustment mechanisms of the applicable Community Platform programme, as amended from time to time;

(e) legal and regulatory developments in any relevant jurisdiction.

8.4. Accordingly, Rewards may vary between participants and between periods, may be reduced, suspended or discontinued, and may be zero.

8.5. No past performance, projection, estimate, calculation, illustration or example relating to Rewards constitutes a representation, warranty or undertaking by the Company as to any future Rewards. Any such material published by a Community Platform is the responsibility of that Community Platform.

9. TAXATION

9.1. Tax Obligations

The purchase of Machines or other products, Participation, the receipt of Rewards and the holding, use or disposal of Digital Assets, may give rise to tax obligations under the laws of your jurisdiction. You are solely responsible for understanding and complying with those obligations.

9.2. No Liability for Taxes

The Company does not assume responsibility for your tax obligations arising from your purchases or Participation. You are responsible for determining your tax liabilities, with a qualified tax professional where appropriate, and for fulfilling any reporting and payment obligations.

9.3. Change in Tax Residency

If you are moving to a new jurisdiction, you should assess how this may affect your tax liabilities, as different regions may have varying rules.

9.4. Professional Advice Recommendation

The Company strongly recommends seeking advice from a qualified tax professional or financial advisor to accurately ascertain tax liabilities. Tax regulations and obligations vary by region and country. Users must ensure fulfilment of all applicable requirements.

9.5. Regulatory Changes

Tax laws and regulations are subject to change. Users are responsible for staying informed about any changes that may affect their tax liability. The Company is not responsible for notifying users about alterations in tax laws.

9.6. No Tax Documentation

The Company does not issue, prepare or provide tax forms, income statements, certificates or other documents for tax filing or compliance purposes other than invoices or receipts for NovaLink Store purchases. You are responsible for keeping your own records of purchases, rewards, compensation and Digital Asset transactions for tax purposes.

10. CONTACT

Questions about this Policy can be sent to support@novalink.technology .