

Terms and Conditions

Issued by: Ntech Link Technologies Ltd, BVI Company No. 2195904 (the "Company"), the Store Operator of the NovaLink Store and web properties. Community membership, participation and rewards are governed by the separate agreements of your Community Operator, published on your community platform.

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Last Updated: May 2026

Welcome to the NovaLink Platform (the "Platform", meaning the NovaLink web properties and, where context requires, your community platform). These Terms and Conditions ("Terms") constitute a legally binding agreement between the Company (the "Company", "We", "Our", "Us") and you, the user ("User", "you", "your"), governing the use of all services, content, features, and applications available through the Platform, including all domains associated with the Company (collectively, the "Services"). The Platform offers a suite of features designed to facilitate digital asset transactions, streamline user interactions, and ensure compliance with applicable regulatory standards. The Platform also enables Users to configure and operate physical hardware machines, which form part of the decentralized network supporting the Services. Use of hardware within the Platform is subject to these Terms and any additional policies or specifications published by the Company.

These Terms explain how the User may use the Platform and any of its content. You shall read these Terms carefully before using our Platform. By accessing or using the Platform, you agree to abide by these Terms and explicitly acknowledge and accept the potential risks linked to digital assets and derivatives. The Company holds no responsibility for any adverse outcomes resulting from your Platform usage.

If you do not agree to these Terms, you must immediately cease using the Platform. These Terms incorporate, by reference, the Privacy Policy (published on the NovaLink Transparency Portal) and any other policies or guidelines we provide. All versions of these Terms provided in different languages are legally binding, but in case of inconsistencies, the English version shall prevail.

1. DEFINITIONS

1.1. "Account": means the user profile and account created on the Company to use the Services offered by the Platform.

1.2. "**NLINK Membership**": refers to the Client Membership, which grants access to essential features of the Platform, subject to the payment of an annual fee. The applicable fee will be disclosed on the Partner Website at the time of subscription.

1.3. "Internal Virtual Points": means various digital points (e.g. USDN, among others) used exclusively within the Platform for the purposes of accessing, utilising, and enhancing the array of services, products, and features available.

1.4. “Internal points”: internal, non-transferable points recorded within the Platform (for example, the USDN) used to access services and to record rewards. The Platform does not issue, sell, or distribute any token, and conducts no airdrop.

1.5. “USDN”: means a redeemable, US-dollar-pegged credit recorded to the User’s Account representing amounts earned by the User under the Node Telemetry License and the Reward Streams. USDN is a unit of account within the Platform, redeemable in accordance with Section 6. It is not a deposit, a security, an investment, a managed account, or a promise or guarantee of any return.

1.6. “**Partner Websites**”: means websites hosted by third parties that provide services that are accessible through links or integrations within the Platform.

1.7. “**AI Chatbot**”: means any automated or AI-powered tool provided on the Platform to assist Users with inquiries regarding the Services and the Platform.

1.8. “Reward Streams”: means the reward structure available to eligible Users who hold a Node Telemetry License, comprising: (a) the Personal Revenue Share (the User’s share of the real bandwidth revenue actually generated by the User’s own machine when its certified bandwidth is sold); (b) the Sponsor Revenue Share; (c) the Node Activity Program (the User’s share of the real bandwidth revenue generated by the machines and customers in the User’s organisation); and (d) the License Sales Commission (payable on a real sale of a Node Telemetry License). Each Reward Stream is tied to real bandwidth revenue actually earned or to a real sale, is subject to the applicable monthly cap, and is separate from and not governed by the Referral Program under Section 9.

1.9. “Node Growth Program”: means the referral-based compensation programme operated within the rewards programme under which eligible Users may earn bonuses (including the NGP Direct Bonus, NGP PowerUp Bonus, and NGP Growth Matching Bonus) in connection with the growth and expansion of the Platform’s network, subject to the terms published in the Platform documentation and any applicable aggregate payout cap.

1.10. “Promotional USDN”: means a promotional sub-class of USDN issued exclusively as a leadership-tier achievement reward under a Promotion, which is, from issuance, subject to the terms of Section 6 (including the applicable monthly cap). No lock-up period, vesting period, or deposit fee applies to Promotional USDN.

1.11. “Promotion”: means any time-limited promotional, marketing or fast-track scheme published by the Company from time to time (including the Fast-Track User-to-Leader Promotion), the rules of which are set out in the Platform documentation and which form part of the Referral Program framework under Section 9 of these Terms unless expressly stated otherwise.

1.12. “Node Telemetry License”: means the optional, revocable licence granting a User access to the Company’s clean-traffic certification software, which certifies the bandwidth of the User’s machine as originating from a residential IP so that it may be made available for sale, and which entitles the User to the applicable Reward Streams in respect of bandwidth revenue actually generated. References in earlier the Company documentation to a “Node Telemetry License” or to “Node Telemetry Licenses” shall be read as references to the Node Telemetry License.

2. ELIGIBILITY

2.1. To use the Platform, you must be at least 18 (eighteen) years old and legally capable of entering into binding contracts. If you are a legal entity, you must have the necessary corporate authority to agree to these Terms. By using our Platform and Services, you confirm that you meet this requirement.

2.2. Your use of the Platform must comply with the laws of your jurisdiction. The Company is not responsible for ensuring that the Platform is available or legal in all territories. You are solely responsible for ensuring that your use of the Platform is compliant with local laws.

2.3. Certain services or features may have additional eligibility requirements. You are solely responsible for ensuring that your use of our Platform or Services does not violate any applicable laws, including sanctions imposed by international authorities such as the Office of Foreign Assets Control (OFAC) and the Financial Action Task Force (FATF).

2.4. The Company reserves the right to deny access to the Platform or the Services to individuals or entities that are on restricted lists, such as those imposed by the OFAC, FATF, or other regulatory bodies.

3. ACCEPTANCE OF TERMS

3.1. These general Terms govern the decentralised Web3 services provided by the Company, a limited liability company incorporated and registered under the laws of the British Virgin Islands, to its Users through the Platform.

3.2. By accessing or registering on the Platform, you agree to these Terms in full. Any continued use of the Platform following modifications or updates to these Terms constitutes your acceptance of the revised terms.

3.3. If you access certain portions of the Platform or Services that are governed by additional terms, those terms shall supplement these Terms. In the event of any conflict, the additional terms will prevail concerning the specific portions of the Platform or Services they govern.

3.4. By using the Platform or continuing to engage with the Company services, you agree to be bound by all applicable Agreements, including: (i) the Rewards Program Agreement; (ii) Schedule 1 — Reward Streams (the “Activity Program”), which sets out the terms of the Node Telemetry License compensation structure; (iii) the Buyback Protection Schedule; and (iv) the Node Growth Program terms, including any applicable payout cap mechanics, as published and updated from time to time in the Platform documentation. These Agreements, including their Schedules, collectively govern your rights, minting entitlements, compensation eligibility and responsibilities across the Platform. In the event of any conflict between these Terms and any such Agreement or Schedule, the terms of the relevant Agreement or Schedule shall prevail solely with respect to its subject matter, provided that in the event of any conflict between Schedule 1 and these Terms, these Terms shall prevail unless Schedule 1 expressly states otherwise.

3.5. The Platform may incorporate an AI Chatbot to facilitate User support. By using the AI Chatbot, you acknowledge and agree that:

- (a) the AI Chatbot is strictly an informational tool and does not have the authority to act on behalf of, bind, represent, or create any obligation for the Company, waive any provisions of these Terms, or modify any policies (including membership fees or token mechanics). In the event of any conflict

between the AI Chatbot's output and these Terms, or any official the Company documentation or communication, the latter shall strictly prevail.

- (b) Information provided by the AI Chatbot does not constitute technical, financial, investment, tax, regulatory or legal advice. You acknowledge that AI-generated content may be incomplete, inaccurate, outdated, or incorrect, and you agree to independently verify all AI Chatbot outputs before taking any action, including but not limited to executing transactions, configuring hardware, or managing digital assets. The Company assumes no liability arising from reliance on AI Chatbot outputs, including any errors, omissions, or "hallucinations" generated by the AI Chatbot.
- (c) You shall never disclose private keys, seed phrases, or passwords to the AI Chatbot. The Company is not responsible or liable for any loss, damage, or security breach resulting from your voluntary disclosure of sensitive credentials in chat conversations.
- (d) In the event of any discrepancy between information provided by an AI Chatbot and these Terms or official Company policies, these Terms and official policies shall strictly prevail.
- (e) The Company does not guarantee the availability, accuracy, completeness, or timeliness of the AI Chatbot and may suspend, modify, or discontinue the AI Chatbot at any time without notice. The Company has no obligation to monitor or correct AI-generated content.

4. ACCOUNT REGISTRATION, SECURITY AND MEMBERSHIP

4.1. In order to be eligible to access the features and services of the Platform, you must create an account by providing accurate information, including your email address and other details required for registration. Without prejudice to Section 4.3, you must pay the NLINK membership fee upon registration to access the Platform's full functionalities (payment due from the signing up). Upon registering as a User, e-mail confirmation is required to ensure the authenticity of the provided e-mail address.

4.2. Upon log in, you must enter your registered e-mail address and password. You are solely responsible for maintaining the confidentiality of your account credentials (e.g., password, private keys). You must set up and use multi-factor authentication (MFA or 2FA) to enhance security. The Company will not be liable for any unauthorised transactions, and you accept all risks associated with failing to secure your account.

4.3. The NLINK membership is subject to an annual fee, which is processed exclusively through the Partner Website, HMall. However, for Users who activate their NLINK membership in 2026, the membership fee for the initial membership period, lasting until 31 December 2026, shall be waived, and such Users shall enjoy NLINK membership free of charge for that period. Thereafter, standard membership fees shall apply. To retain uninterrupted access to the full range of Platform features, the membership must be renewed annually. Users will be notified in advance of the upcoming expiry for renewal.

Failure to renew the membership within the designated grace period may result in the suspension of the account, disqualification or restricted access to certain Platform features and benefits.

Please note that any rewards, commissions, or other membership benefits missed during the inactive period will not be recoverable or retroactively applied following reactivation.

We reserve the right to revise the NLINK membership pricing at our sole discretion, at any time and without prior notice. Any such revised pricing shall become effective upon its publication on the Partner Website, unless otherwise stated. Continued use of the membership shall constitute acceptance of the updated pricing terms.

5. AML/KYC COMPLIANCE

5.1. The Company is committed to complying with all Anti-Money Laundering (AML) and Know Your Customer (KYC)/Know Your Business (KYB) regulations. To this end, the Company may request further information from you, including personal details and verification documents and you must provide accurate, complete, and verifiable information when requested. The Company performs continuous transaction monitoring and reserves the right to request source of funds or source of wealth documentation. Furthermore, the Company may report any suspicious or unusual activity to the relevant competent authorities without prior notice to the User.

5.2. The Company reserves the right to verify user information for compliance purposes. If you fail to provide required information or fail verification, your account may be restricted or terminated. The Company may, at its discretion, suspend transactions or freeze assets if it suspects illegal activities.

5.3. You authorise the Company to verify your identity through third-party service providers. Failure to provide required KYC documentation or to pass verification checks may result in restrictions on your account, including the suspension of transactions or freezing of assets.

5.4. Types of Documentation (non-exhaustive list for exemplification purposes, documents and information may vary):

5.4.1. Personal Documents – for individual users, the following documents may be requested as part of the AML/KYC verification process:

5.4.1.1. Government-Issued Photo ID: passport, national identity card, or driver's licence;

5.4.1.2. Proof of Address: utility bill, bank statement, or government correspondence (issued within the last 3 (three months) showing the user's full name and residential address;

5.4.1.3. Selfie with ID: a photograph of the user holding their government-issued photo ID to verify identity; or Liveness Selfie;

5.4.1.4. Date of Birth Verification: document confirming the user's date of birth, such as a birth certificate, passport, or national ID card;

5.4.1.5. Source of Funds: documentation proving the legitimate origin of the funds to be used or deposited on the Platform, such as a bank statement, pay slip, or tax return.

5.4.2. Corporate Documents – for users representing legal entities or businesses, the following corporate documentation may be requested as part of the AML/KYC verification process:

5.4.2.1. Certificate of Incorporation: official certificate proving the registration of the company with the relevant authorities;

5.4.2.2. Articles of Association/Bylaws: documentation outlining the governance structure and operating rules of the entity;

- 5.4.2.3. Company Extract or Registry Certificate: proof of company registration from the applicable national business registry, including the company's directors, officers, and shareholders;
- 5.4.2.4. Proof of Business Address: recent utility bill, bank statement, or lease agreement issued to the company's registered business address;
- 5.4.2.5. Proof of Ownership/Shareholding: documents showing the ownership structure of the company, such as share certificates or shareholder agreements;
- 5.4.2.6. List of Directors and Officers: a complete list of the company's directors and officers, including their names and positions;
- 5.4.2.7. Ultimate Beneficial Owner (UBO) Declaration: a declaration identifying the ultimate beneficial owners of the company, i.e., individuals who own or control a significant percentage of the business;
- 5.4.2.8. Financial Statements: recent audited financial statements, bank statements, or tax returns that demonstrate the company's financial standing; and
- 5.4.2.9. Business Licence: if applicable, proof of the entity's authorization to conduct business activities in its jurisdiction.
- 5.5. The passing of the KYC/AML requirements is mandatory for Users to get full access to all the functionalities of the Platform and the Services.
- 5.6. The collection and use of personal data during the KYC/AML process is governed by the Privacy & Cookies Policy (published on the NovaLink Transparency Portal).

6. WALLET AND TOKEN MANAGEMENT

- 6.1. USDN Balance: the Platform records each User's USDN and other Internal Virtual Points as a balance within the User's Account. The Company does not operate a bank, custodial, deposit, or investment account; USDN represents amounts earned by the User under the Node Telemetry License and the Reward Streams and is redeemable only as set out in this Section 6.
- 6.2. Redemption and Withdrawals: a User may redeem available USDN by requesting a payout to a compatible self-custodied external digital-asset wallet connected under Section 6.7, settled in a US-dollar-pegged stablecoin (or such other digital asset as the Company may make available from time to time) at the applicable one-to-one US-dollar peg. Redemption requests are subject to a flat network fee and a percentage-based processing fee and are processed on-chain; the Company is not liable for delays caused by network congestion or technical failures. Where no compatible Connected Wallet has been registered, redemption functionality shall be disabled and a connection prompt displayed; upon successful connection, the address of the Connected Wallet shall be auto-populated as the redemption destination address. The Company shall record and retain (a) the address of the current Connected Wallet, (b) the timestamp of the connection event, and (c) the User identifier, for executing and auditing redemptions.
- 6.3. Internal Transfers: you may conduct internal transfers between Users on the Platform. These transfers are instant and secure, but the Company does not guarantee the completion of transactions initiated by external factors (e.g., third-party networks or smart contract errors). The Company does not facilitate third-party transfers on behalf of users.

6.4. No Tokens: the Company does not issue, sell, or distribute any token, and conducts no airdrop. Internal account credits, participation rewards and withdrawals are operated by your Community Operator on your community platform under its own agreements.

6.5. Unauthorised Token Transactions: the Company disclaims all liability for unauthorised token transactions facilitated by third-party websites or platforms not affiliated with the Company. Any third-party website or service that facilitates the assignment, transfer, or sale of the Platform's tokens, or that claims to handle transactions involving the Platform's tokens (and is not expressly authorised by the Company within these Terms), is not affiliated with or endorsed by the Company. The Company disclaims any legal or commercial relationship with such third-party websites or services.

6.6. Node Telemetry License — Revenue Share and Monthly Cap. By activating a Node Telemetry License, the User is entitled to a share of the real bandwidth revenue actually generated by the User's machine when its certified bandwidth is sold, credited as USDN. The User acknowledges that: (a) USDN accrues only to the extent bandwidth is actually sold and revenue actually received — if no revenue is generated, no USDN accrues; (b) the amount creditable in any month is subject to a monthly cap published by the Company, which may be adjusted based on infrastructure utilisation and network conditions; (c) reward rates and caps are not guaranteed and do not represent any promise or expectation of profit or return derived from the efforts of others; and (d) no lock-up period, vesting period, or deposit fee applies to the Node Telemetry License or to USDN. Any displayed rewards, yields, or metrics are indicative only.

(a) the detailed terms of the Reward Streams are set out in Schedule 1.

6.7. Connected Wallet for External Withdrawals. The Platform integrates a third-party wallet-connection interface (the "Wallet Connector") which is currently provided by means of the RainbowKit React library and WalletConnect protocol stack. The User acknowledges and agrees that: (a) the Wallet Connector is third-party software and is provided on an "as-is" basis; the disclaimers in Sections 8, 16 and 17 apply equally to the Wallet Connector; (b) the User is solely responsible for selecting, securing, and maintaining custody of the external wallet they choose to connect (the "Connected Wallet"), including the protection of seed phrases, private keys and any device on which the Connected Wallet is held; (c) the Company does not have, and at no time acquires, custody of, or any ability to operate, sign on behalf of, or recover assets from, the Connected Wallet; (d) the User shall ensure that the Connected Wallet is correctly configured to receive the relevant token on the relevant network and acknowledges that withdrawals dispatched to an address that the User cannot control or to an incompatible network may be irrecoverable; and (e) the Company may, at its sole discretion, modify the supported wallet list, replace the Wallet Connector, or impose additional verification requirements (including step-up authentication) before a change of Connected Wallet takes effect.

7. ACCESS TO PRODUCTS AND FEATURES

7.1. The Company operates as an interface that facilitates the connection and visualisation of several Partner Websites products and services. The Company does not offer products or services of its own but acts as a platform enabling access to various applications from a single interface. Nothing on the Platform constitutes an offer of securities, investment products, or financial instruments. Rewards are strictly promotional, are not derived from profit-sharing, and Users do not acquire any ownership, equity, or financial rights in the Platform.

7.2. By using the Platform and these Partner Websites services, Users agree to be bound by these Terms and any applicable terms of Partner Websites (before interacting with those services). The Company connects Users with various third-party services, including:

7.2.1. HMall

The Company facilitates the shopping features available on the Hmall section of the Platform. Through Hmall, Users can engage in purchasing products and making payments. Payment options include, but are not limited to, USDN Balance and Card. Additionally, Users may have the flexibility of utilizing a combination payment method, allowing multiple currencies to be used for payment. Please note that the commission points and volume points associated with combination payments may be adjusted at the sole discretion of HMall. For further details regarding accepted currencies, see the NovaLink Store at checkout.

7.2.2. rewards programme

The rewards programme is operated by your Community Operator under its own agreements published on your community platform. NovaLink provides the product and technology only and grants no reward entitlement.

7.2.3. Node Telemetry License

The Node Telemetry License and all reward-related terms are set out exclusively in your Community Operator's agreements, published on your community platform.

7.2.4. Node Growth Program

Any node growth or similar program is operated by your Community Operator under its own agreements.

8. EXTERNAL APPS MARKETPLACE

8.1. External Applications

The Company facilitates access to external applications, platforms and other third-party services (e.g., Web3 applications, Paylink, Living by Design, etc.) (collectively, "External Applications"). These External Applications are independent third-party services and are not operated or controlled by the Company, and the Company makes no representations regarding their availability, security, reliability, performance or legality. Your use of External Application is subject to the applicable terms and conditions, privacy policies, and other policies of the relevant third-party providers. You are solely responsible for reviewing, understanding, and complying with such third-party terms.

Finalisation of transactions, orders, subscriptions, enrolments or other qualifying activities within External Applications may, subject to eligibility criteria and successful API payloads receipt and validation, form the basis for the allocation and crediting of Internal Virtual Points within the Company. No entitlement to Internal Virtual Points arises solely from activity performed within an External Application, and all Internal Virtual Points allocation remains subject to Nodelink's verification, system acceptance, and operational requirements.

The Company does not provide or assume responsibility for any banking, payment processing, custody, educational, investment, or other regulated or unregulated services or products offered by any External Application.

8.2. Assumption of Risk

By using External Applications, you acknowledge and agree that such applications and their services are outside of the Company's control. The Company disclaims all responsibility and liability for any loss, damage, or security breaches arising from the use of External Applications.

Furthermore, the Company is not liable for any delay or failure in the crediting of Internal Virtual Points resulting from API synchronization failures, network interruptions, or the External Application's failure to successfully transmit order payloads to the Company. Internal Virtual Points will only be credited to your Account once the successful API payload is definitively received, validated, and recorded by the Company's internal systems.

9. REFERRAL PROGRAM

Any referral program is operated by your Community Operator under its own agreements, published on your community platform. NovaLink operates no referral program.

10. PAYMENT METHODS AND TRANSACTION FEES

10.1. Payment Options: Users may use USDN and other tokens supported by the Platform to make payments for units, products and services. Combination payments using multiple currencies are allowed but are subject to commission adjustments at the Company's discretion.

10.2. Transaction Fees: all transactions, including internal transfers and withdrawals, are subject to network fees and commission charges as applicable.

11. PARTICIPATION PLANS AND MACHINE ACQUISITION

The Nx1/Hx1 Home Station is purchased through the NovaLink Store operated by Ntech Link Technologies Ltd, subject to the Store's terms of sale presented at checkout. Participation plans, licenses and rewards, if any, are governed exclusively by your Community Operator's agreements.

12. RISKS

12.1. By accessing the Platform and the Services, Users acknowledge and accept the inherent risks associated with the use of the Platform and the Services. The Company diligently strives to furnish state-of-the-art systems and implement robust security measures. Nonetheless, certain issues and risks are unavoidable. If such issues or problems arise in connection with your use of our Platform or the Services, resolution timelines may vary, and certain issues may remain unresolved. By agreeing to these Terms, you acknowledge that the Company is not responsible for the aforementioned risks and shall not be held liable for such issues or any resulting losses.

12.2. Users are solely responsible for assessing the Services prior to utilisation, and all transactions facilitated through the Services are final, irreversible, conclusive, and non-refundable. The Services may be disabled, disrupted, or adversely affected by sophisticated cyber-attacks, increases in activity, computer viruses, and/or other operational or technical challenges, among other factors. The Company explicitly disclaims any ongoing obligation to notify Users of all potential or emerging risks associated

with the access to or use of the Platform or the Services. By utilising the Platform and the Services, Users acknowledge and accept these risks, and they agree not to hold the Company liable for any resulting losses or damages.

12.3. Without prejudice to Sections 12.1 to 12.2, the User acknowledges the following risks specific to the Node Telemetry License and the Reward Streams:

- (a) **Production Rate Risk:** the monthly reward rate under the Node Telemetry License is not guaranteed and may be reduced or suspended at the Company's discretion based on infrastructure utilisation, network conditions, or other factors. Past production rates are not indicative of future performance; and
- (b) **Bonus Continuity Risk:** the Generational Bonus and Matching Bonus under Schedule 1 are subject to the Quarterly Activity Rule, which requires the User to achieve at least \$30,000 in new USDN linked in Level 1 every 120 days. Failure to meet this requirement will result in temporary suspension of the Generational Bonus until the requirement is restored. The User acknowledges that bonus continuity depends on ongoing network activity and is not guaranteed.
- (c) **Node Growth Program Payout Cap Risk:** bonuses earned under the Node Growth Program are subject to a Dynamic Payout Cap that limits the aggregate payout in each calculation cycle to a maximum percentage of total Commissionable Points. Where total bonus entitlements exceed the cap, each bonus component is reduced proportionally. The User acknowledges that the payout cap percentage may be adjusted by the Company at its discretion, that pre-adjustment bonus calculations are indicative only, and that past bonus levels are not indicative of future payouts.
- (d) **Promotion Eligibility Risk:** rewards under any Promotion (including Promotional USDN and any leadership-tier achievement bonus) are conditional, time-limited and discretionary. Eligibility is contingent upon the User satisfying each prescribed milestone (including activation thresholds, sponsorship targets, qualification windows and applicable role / Volume Point thresholds) within the timeframes published by the Company. Failure to satisfy a milestone within the applicable window shall result in forfeiture of the corresponding tier of reward without compensation. The Company may, at its sole discretion, modify, suspend, or terminate a Promotion or its parameters at any time, and pre-issuance projections of potential rewards are indicative only and do not constitute a guarantee or commitment of any specific entitlement.

12.4. For further information on the Company's associated risks, please refer to our Risk Disclosure Policy (published on the NovaLink Transparency Portal).

13. INTELLECTUAL PROPERTY RIGHTS

13.1. All intellectual property rights, including but not limited to copyrights, trademarks, design rights, patents, and trade secrets, in the Platform and Services are owned by the Company or our licensors. You are granted a limited, non-exclusive, non-transferable, and revocable software licence to use the Platform and Services for your personal, non-commercial use only.

13.2. You may not reproduce, modify, distribute, create derivative works from, reverse-engineer or use any part of the Platform for commercial purposes without prior written consent from the Company. Unauthorised use may result in the termination of your account and legal action.

14. PROHIBITED ACTIVITIES

14.1. As a condition of using the Platform and the Services, Users agree not to:

14.1.1. Use the Platform or the Services for any unlawful purposes or in violation of any applicable laws.

14.1.2. Misuse or attack the Platform by knowingly introducing viruses, trojans, worms, logic bombs, or any other material that is malicious or technologically harmful (such as but not limited to denial-of-service attack).

14.1.3. Post false, inaccurate, misleading, defamatory, unlawful, harassing, libellous, privacy-invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable content on our Platform or through our Services and in any other kind of social media platforms or private websites.

14.1.4. Use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, licence, sell, or otherwise exploit, for any purpose, any content of the Platform not owned by them in a way that violates someone else's rights.

14.1.5. Impersonate another person or entity or misrepresent your affiliation with any person or entity.

14.1.6. Attempt to gain unauthorised access to our Platform, the server on which our Platform is stored, or any server, computer, or database connected to our Platform.

14.1.7. Access, operate, or otherwise manage the Account or NLINK membership of any other User, or permit any third party to access, operate, or manage Your Account or NLINK membership, except as expressly authorised in writing by the Company.

14.1.8. Violate the Brand Protection & Communication Guidelines or any other published community policies.

15. DATA PRIVACY

15.1. The collection and use of personal data are governed by our Privacy & Cookies Policy (published on the Novalink Transparency Portal). By using the Platform or the Services, you consent to our collection, processing, and use of personal data in accordance with the Privacy & Cookies Policy.

15.2. The Company takes all necessary steps to protect your data but cannot guarantee that unauthorized third parties will not be able to circumvent our security measures.

16. PARTNER WEBSITES AND SERVICES

16.1. The Site contains links to Partner Websites and third-party services that are not owned or controlled by the Company. The Company is not responsible for the content, privacy & cookies policies, or practices of third-party websites or services.

16.2. The Company makes no representations or warranties about the reliability of Partner Websites or third-party services, and Users should review third-party terms and conditions before using such services.

17. WARRANTIES DISCLAIMER

17.1. The Company provides the Platform and the Services "as is" and "as available" and makes no warranties of any kind, express or implied, regarding its functionality, merchantability, security,

reliability, fitness for a particular purpose or non-infringement. Users assume all risks associated with the use of the Platform, the Services and the Digital Assets.

17.2. The Company does not warrant that (i) the Platform will function uninterrupted, secure, or available at any particular time or location, or will be error-free or free of harmful components; (ii) any errors or defects will be corrected; (iii) the Platform is free of viruses or other harmful components; (iv) any content and data will be secure or not otherwise lost or damaged; (v) the results that may be obtained from the use of the Services will be accurate or reliable; or (vi) the results of using the Platform will meet your requirements or expectations. You assume all risks associated with the use of the Platform or the Services, including but not limited to the risk of data loss or exposure due to security breaches or software bugs.

18. ACCURACY OF INFORMATION

18.1. The Company endeavours to ensure the accuracy, currency, and bug-free nature of the Platform, but shall not be held responsible for any failure attributable to causes beyond its control. The Company does not guarantee that the Platform is suitable for any specific purpose. Users' reliance on the information provided on the Platform is at their own risk.

18.2. The Company reserves the right to suspend or terminate access or operation of the Platform or the Services at its discretion. Any content on the Platform is for general informational purposes only, providing information about us, our products, news, features, services, and other Partner Websites services that may be of interest. However, this content has not been tailored to the Users specific requirements or circumstances and does not constitute technical, financial, legal advice, or any other type of advice. It should not be relied upon for any purpose. Users should exercise their independent judgement when using our Platform and its content.

18.3. The Company strives to keep the Platform and the Services available for Users, but it does not guarantee uninterrupted access or consistent availability.

19. LIMITATION OF LIABILITY

19.1. To the fullest extent permitted by law, the Company and its affiliates, officers, directors, employees and agents shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or related to your use or inability to use the Platform or the Services, including but not limited to loss of revenue, profits, data or Digital Assets, even if the Company has been advised of the possibility of such damages.

19.2. In no event shall the Company's total liability exceed the greater of the amount you have paid for the Services and the NLINK membership fee in the last 12 (twelve) months regardless of the form of action, whether in contract, tort (including negligence), strict product liability or any other cause of action or legal or equitable theory.

19.3. The Company expressly disclaims all responsibility and liability for any conduct, actions, omissions, statements, representations, assurances, warranties, projections, or promises made or performed by any third parties, referrers, introducers, affiliates, collaborators, or other persons who have not been granted an explicit and prior written delegation or mandate by the Company.

Any such acts, statements, or conduct shall be deemed to fall entirely outside the scope of any authority conferred by the Company. In particular, the Company shall bear no responsibility or liability for any unauthorised representations or assurances relating to use of the Platform, its Services and operation of

the Platform, whether oral or written, which may be made to Users without the Company's prior written authorisation.

Such unauthorised persons shall be deemed to act solely in their own name and on their own behalf, and no agency, partnership, representative, or fiduciary relationship of any kind shall be deemed to exist between such persons and the Company.

Users expressly acknowledge and agree that only individuals or entities expressly authorised in writing by the Company are entitled to act on its behalf, and that the Company shall not be liable for any loss, damage, or reliance arising from any misleading, inaccurate, or unauthorised statements, warranties, or commitments made by third parties without such authorisation.

Nothing in these Terms shall limit or exclude the Company's liability for fraud, fraudulent misrepresentation, gross negligence, or any other liability that cannot be lawfully limited or excluded where prohibited by law.

20. INDEMNIFICATION

20.1. Users (herein referred to as the "Indemnifying Parties") agree to indemnify and hold harmless the Company and its affiliates, officers, directors, employees and agents (herein referred to as the "Indemnified Parties") from and against any and all claims, demands, suits, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to their (i) use of the Platform or the Services, (ii) violation of applicable laws, regulations, or governmental requirements or (iii) breaches of these Terms or infringement of any rights of another.

20.2. The Indemnifying Parties indemnification obligations are contingent upon the Indemnified Parties:

20.2.1. Promptly notify the Indemnifying Party of any claim or potential claim subject to indemnification;

20.2.2. Cooperating fully with the Indemnifying Party in the defence or settlement of any such claim; and

20.2.3. Allowing the Indemnifying Party to control the defence and settlement negotiations, provided that the Indemnifying Party acts reasonably and in good faith.

20.3. This indemnification clause shall survive the termination or expiration of these Terms. The Indemnifying Parties indemnification obligations herein are not subject to any limitation of liability or exclusion of consequential damages set forth in these Terms. This clause is a material provision of these Terms, and both parties acknowledge and agree to its significance.

21. FORCE MAJEURE

The Company shall not be held liable for any failure to comply with these Terms due to circumstances beyond our reasonable control, including but not limited to governmental actions, acts of terrorism, war, fires, disruptions in telecommunications or internet services, network provider issues, software malfunctions, network-wide compromises, hacking, strikes, labour disputes, accidents, civil or military disturbances, or other catastrophic events. In no Force Majeure event shall the Company be responsible for inaccuracies, errors, delays, omissions, service disruptions, or interruptions in the Platform or the Services, whether in transmission or delivery of information as required by these Terms.

22. TERMINATION

22.1. The Company reserves the right, at its sole discretion, to suspend or terminate your access to the Platform or the Services at any time, for any reason, including but not limited to a violation of these Terms or to ensure compliance with applicable law or protection of third-party rights and interests.

22.2. Users acknowledge and agree that having their access to the Platform and Services terminated for any reason may lead to loss of assets without any rights and/or reparations against the Company, its shareholders, directors, employees, partners or any associated entity.

22.3. The Company retains the right to report individuals to the appropriate authorities, and invoke remedies as permitted by applicable laws in cases prohibited activities are identified.

22.4. Upon termination, your right to use the Platform and the Services will immediately cease.

23. SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

24. ENTIRE AGREEMENT

These Terms, together with all the Company's policies and any additional terms, constitute the entire agreement between you and the Company concerning the use of the Platform and the Services. Any prior agreements or understandings, whether oral or written, are superseded by these Terms. The User confirms and acknowledges that in entering into these Terms, they have not relied upon, and shall have no remedy in respect of, any statements, representations, or warranties outside of what is expressly set out in these Terms.

25. MODIFICATIONS TO TERMS

25.1. The Company is consistently engaged in the ongoing development and improvement of the Platform and the Services and reserves the right to unilaterally amend or update these Terms at any time without prior notice.

25.2. Amendments to these Terms will take effect immediately upon posting on the Platform. It is your responsibility to review these Terms regularly to ensure you are aware of any changes. Your continued use of the Platform and Services after any amendments constitutes your acceptance of the modified Terms.

26. GOVERNING LAW AND DISPUTE RESOLUTION

26.1. These Terms are governed by and construed in accordance with the laws of the British Virgin Islands without regard to conflict of law principles.

26.2. The Company strives to expeditiously and effectively address any disputes with Users. If the User wishes to file a complaint, kindly contact us at support@novalink.tech.

26.3. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre (DIAC), which Rules are deemed to be incorporated by reference into this clause.

26.4. Arbitration Procedures

1. The arbitration shall be conducted by one (1) arbitrator;
2. The seat of arbitration shall be Dubai, United Arab Emirates;
3. The language of arbitration shall be English;
4. The arbitrator shall issue a written award with findings of fact and conclusions of law;
5. The arbitrator's award shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.
6. Each party shall bear its own attorneys' fees and costs. Arbitrator fees and administrative costs shall be allocated by the arbitrator based on the outcome of the proceeding.
7. All arbitration proceedings, submissions, and awards shall be confidential, except as necessary to enforce the award or as required by law.

26.5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE USER AGREES THAT ANY DISPUTE RESOLUTION PROCEEDINGS SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY AND NOT AS A CLASS ACTION, CONSOLIDATED ACTION, OR REPRESENTATIVE ACTION. THE USER WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST THE COMPANY.

26.6. If the User is a consumer residing in a jurisdiction that provides consumer protection rights that cannot be waived by contract, such mandatory consumer protection rights shall apply notwithstanding any contrary provision in these Terms, including but not limited to:

- (i) The right to bring claims in local consumer courts;
- (ii) The right to participate in class actions if prohibited waiver violates local consumer protection law;

To the extent this Section 26 conflicts with mandatory consumer protection laws, such laws shall control.

26.7. Any claim arising from or relating to these Terms must be commenced within one (1) year after the cause of action accrues. Any claim not brought within the limitation period shall be forever barred.

27. CONTACT INFORMATION

For any questions or concerns regarding these Terms, please contact the Company at support@novalink.tech

General Disclaimer

The Company is a unified platform designed to facilitate access to Web3 through decentralized technologies.

The Company is not a custodial platform, financial intermediary, or investment platform. All wallets used on the Platform are non-custodial, meaning users have full and exclusive control over their private keys and digital assets at all times. The Company does not hold or manage any cryptocurrencies, private keys, or digital assets on behalf of users. No exchange, custody, or financial services are provided. The Company does not perform currency conversions, offer lending or asset management, provide financial

or investment advice, facilitate capital raising or returns generation or any form of regulated financial services.

By using the Platform, users expressly acknowledge and agree that they are solely responsible for the custody, security, and management of their wallets, private keys and tokens, including any risks associated with decentralized technologies and blockchain-based transactions.

All content provided on this platform is for informational purposes only and does not constitute financial, investment, legal, or tax advice. Use of the Platform may involve significant risks. Users should conduct their own due diligence and consult with independent advisors before engaging in any activity. The Company does not issue, prepare, or provide any documents, statements, or certifications for tax filing or compliance purposes, including but not limited to official tax forms, income summaries, or other documentation required by tax authorities.

Use of the Platform is subject to our Terms and Conditions and Privacy & Cookies Policy. The Company makes no representations or warranties as to the accuracy or completeness, or availability of any information or services provided and shall not be held liable for any direct or indirect loss or damage arising from reliance on the platform or its content.

Availability and functionality of services may vary by jurisdiction and are subject to applicable laws and regulations.
