

PETRA WALLET TERMS OF USE

Last Updated: December 12, 2023

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 14. PLEASE READ THE AGREEMENT CAREFULLY.

1. Acceptance of terms

Aptos Labs (“**Aptos**,” “**we**,” “**us**,” or “**our**”) makes available to users Aptos’s unhosted Petra wallet application and browser extension (the “**Wallet**”), which includes text, images, audio, code and other materials (collectively, the “**Content**”). The Wallet and any other features, tools, materials, or other services offered from time to time by Aptos through the Wallet are referred to here as the “**Services**.” Please read these Terms of Use (the “**Terms**”) carefully before using the Services. By using or otherwise accessing the Services, or clicking to accept or agree to these Terms where that option is made available, you (1) accept and agree to these Terms, (2) consent to the collection, use, disclosure and other handling of information as described in our [Privacy Policy](#) and (3) agree to any additional terms, rules and conditions of participation issued by Aptos from time to time. If you do not agree to the Terms, then you may not access or use the Content or Services.

2. Modification of Terms of Use

Except for Section 14, providing for binding arbitration and waiver of class action rights, Aptos reserves the right, at its sole discretion, to modify or replace the Terms at any time. The most current version of these Terms will be posted on our website at [petra.app](#). You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services by you after any modification to the Terms constitutes your acceptance of the Terms as modified. If you don’t agree to be bound by the modified Terms, then you may not use the Wallet or Services. Because our Services are evolving over time we may change or discontinue all or any part of the Content or Services, at any time and without notice, in our sole and absolute discretion.

3. Eligibility

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.

By accessing the Content or Services, you are representing and warranting that you are of the legal age of majority in your jurisdiction as is required to access such Services and Content and enter into arrangements as provided by the Services. You further represent that you are otherwise legally permitted to use the Services in your jurisdiction including owning cryptographic tokens of value, and interacting with the Services or Content in any way. You further represent that you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that Aptos is not liable for your compliance with such laws.

In addition, you represent to us that you are not a “Restricted Person.” Restricted Persons are those who are subject to sanctions administered or enforced by any country or government or otherwise designated on any list of prohibited or restricted parties (including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or other applicable government authority) or a citizen or organization or resident in a country or territory that is the subject of country-wide or territory-wide sanctions (including, without limitation, Cuba, Democratic People’s Republic of Korea, the Crimea, Donetsk, and Luhansk regions, Iran, or Syria). For clarity, if you are a Restricted Person, you are prohibited from using the Service and Content.

4. Registration; Account Password and Security

To use certain Services, you may be asked to have or to create an account (“**Account**”). If you create an Account, you agree that you won’t disclose your Account credentials to anyone. You’re responsible for all activities that occur under your Account, or are otherwise referable to your Account credentials, whether or not you know about them, and you are solely responsible for your conduct, and the tasks and activities you undertake, on or utilizing the Content or Services. We reserve the right to suspend or terminate your Account if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these Terms.

When setting up an Account within Aptos, you will be responsible for keeping your own account secrets, which may include twelve-word seed phrases (“Mnemonic(s)”), your private keys, an account file, or other locally stored secret information. Aptos encrypts

this information locally with a password you provide. You agree to (a) never use the same password for Aptos that you have ever used outside of this service, and (b) keep your secret information and password confidential and do not share them with anyone else.

Aptos will not be liable for any loss or damage arising from your failure to comply with this section. You are solely responsible for your use of the Wallet and Services, and Aptos takes no responsibility for any loss or damage incurred through your use of the Wallet or Services.

5. DISCLAIMERS; RISKS

5.1. Warranty disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES (INCLUDING THE WALLET AND THE CONTENT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT APTOS HAS NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION REGARDING: WHICH USERS GAIN ACCESS TO OR USE THE SERVICES; WHAT EFFECTS THE CONTENT MAY HAVE ON YOU; HOW YOU MAY INTERPRET OR USE THE CONTENT; OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO THE CONTENT. YOU RELEASE APTOS FROM ALL LIABILITY FOR YOU HAVING ACQUIRED OR NOT ACQUIRED CONTENT THROUGH THE SERVICES. APTOS MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND APTOS WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, LEGALITY OR OTHER CHARACTERIZATION OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES.

WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES WILL BE TIMELY, CONTINUOUS, UNINTERRUPTED, OR SECURE. YOU ACKNOWLEDGE AND ACCEPT THAT THE SERVICES (A) MAY CONTAIN BUGS, ERRORS AND DEFECTS, (B) MAY FUNCTION IMPROPERLY OR BE SUBJECT TO PERIODS OF DOWNTIME AND UNAVAILABILITY, (C) MAY RESULT IN TOTAL OR PARTIAL LOSS OR CORRUPTION OF DATA AND (D) MAY BE MODIFIED AT ANY TIME, INCLUDING

THROUGH THE RELEASE OF SUBSEQUENT VERSIONS, ALL WITH OR WITHOUT NOTICE TO YOU.

YOU ACKNOWLEDGE THAT APTOS IS NOT RESPONSIBLE FOR TRANSFERRING, SAFEGUARDING, OR MAINTAINING YOUR PRIVATE KEYS OR ANY DIGITAL CURRENCY ASSOCIATED THEREWITH. IF YOU LOSE, MISHANDLE OR HAVE STOLEN ASSOCIATED DIGITAL CURRENCY PRIVATE KEYS, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO RECOVER ASSOCIATED DIGITAL CURRENCY, AND THAT APTOS IS NOT RESPONSIBLE FOR SUCH LOSS. FINALLY, APTOS IS NOT RESPONSIBLE FOR ANY LOSS, LIABILITY OR DAMAGE RELATED TO YOUR FAILURE TO COMPLY WITH THE TERMS IN THIS AGREEMENT.

5.2 Sophistication and Risk of Cryptographic Systems

By utilizing the Services or interacting with the Content or platform in any way, you represent that you understand the inherent risks associated with cryptographic systems; and warrant that you have an understanding of the usage and intricacies of native cryptographic tokens such as the Aptos (APT) token, and smart contract based tokens such as those that follow an Aptos token standard, and blockchain-based software systems.

5.3 Risk of Regulatory Actions in One or More Jurisdictions

Aptos and any supported cryptographic token and blockchain could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of Aptos to continue to develop, or which could impede or limit your ability to access or use the Services or the underlying blockchain network.

5.4 Risk of Weaknesses or Exploits in the Field of Cryptography

You acknowledge and understand that Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies and Services of Content, which could result in the theft or loss of your cryptographic tokens or property. To the extent possible, Aptos intends to update the protocol underlying Services to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Services or accessing Content, you acknowledge these inherent risks.

5.5 Volatility of Cryptocurrencies

You understand that blockchain technologies and associated cryptographic tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the blockchain network. You acknowledge these risks and agree that Aptos cannot be held liable for such fluctuations or increased costs.

5.6 Application Security

You further acknowledge that blockchain applications are code subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Services or Content and the trustworthiness of any third-party websites, products, smart-contracts, or Content you access or use through the Services. You further expressly acknowledge and represent that blockchain applications can be written maliciously or negligently, that Aptos cannot be held liable for your interaction with such applications and that such applications may cause the loss of property or even identity. This warning and others later provided by Aptos in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Services or Content.

5.7 Other Affiliated Services and Third Party Services

Software and services provided by our affiliates, including Aptos Explorer (as defined below) (“**Affiliated Services**”) and third party software and services (“**Third Party Services**”) and, together with Affiliated Services, “**Additional Services**”) included in, integrated into, or made accessible through, the Services are made available to you under the terms of use of such service providers (collectively, “**Service Providers**”). Please review the applicable terms of use on their websites prior to using or accessing their services. For example:

- Services provided by Coingecko are subject to their terms and conditions as set forth on <https://www.coingecko.com/en/terms> (as may be updated from time to time);
- Services provided by Google Analytics are subject to their terms and conditions as set forth on <https://marketingplatform.google.com/about/analytics/terms/us/> (as may be updated from time to time); and
- The Aptos Explorer service, which is accessible through the Wallet and enables you to view and interact with data and information relating to the Aptos Network (“**Aptos Explorer**”) is subject to the separate Aptos Labs terms and conditions as set forth on <https://aptoslabs.com/terms>.
- Third Party Services, including Dapps that may be accessed through the Services’ Explore function and its corresponding browser may be subject to

their own separate terms and conditions as set forth on the applicable Service Providers' websites.

By using any Additional Services, you acknowledge that (i) you have read and agree to the terms of use that apply to such Additional Services and (ii) you may be exposed to the risks inherent in such Additional Services. Such risks include, without limitation, delays in or inability to access funds or cryptographic tokens held by such parties or loss of funds or cryptographic tokens. You agree that Aptos is not responsible for any such liability.

Service Providers may charge you a fee for use of, or access to, such Additional Services. You acknowledge that Aptos may earn fees from Service Providers in connection with your use of such Additional Services.

APTOS PROVIDES ACCESS TO THIRD PARTY SERVICES ONLY AS A CONVENIENCE AND YOU AGREE THAT APTOS AND ITS AFFILIATES ARE NOT IN ANY WAY ASSOCIATED WITH THE OWNER OR OPERATOR OF ANY THIRD PARTY SERVICES OR RESPONSIBLE OR LIABLE FOR THE SOFTWARE AND SERVICES OFFERED BY THEM OR FOR ANYTHING IN CONNECTION WITH SUCH THIRD PARTY SERVICES. APTOS DOES NOT ENDORSE OR APPROVE AND MAKES NO WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS RELATING TO THE SOFTWARE, SERVICE OR CONTENT OF ANY THIRD PARTY SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND ANY OTHER PORTION OF THESE TERMS, YOU AGREE THAT YOU ALONE, AND NOT APTOS, ARE RESPONSIBLE FOR ANY TRANSACTIONS THAT YOU ENGAGE IN, INCLUDING WITHOUT LIMITATION ANY TRANSACTIONS THAT YOU ENGAGE IN WITH ANY SERVICE PROVIDERS OR IN CONNECTION WITH ANY ADDITIONAL SERVICES. YOU EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE WALLET TO INTERACT WITH ANY SERVICE PROVIDERS AND ADDITIONAL SERVICES. WHEN USING ANY THIRD PARTY SERVICES, YOU UNDERSTAND THAT YOUR ARE AT NO TIME TRANSFERRING CRYPTOGRAPHIC TOKENS TO US.

In addition, Aptos disclaims liability for any loss, damage and any other consequence resulting directly or indirectly from or relating to your use or access of Third Party Services or any information that you may provide or any transaction conducted with or through the Third Party Services or the failure of any information, software or services posted or offered by such Service Providers or any error, omission or misrepresentation

by such Service Providers or any computer virus arising from or system failure associated with the Third Party Services.

In the event of any inconsistency between the terms herein and the terms of the Additional Services, the terms herein will prevail.

5.8 Petra Name

By using the Services, you may become eligible to create a free web3 username (“Petra Name”). Your username (username.petra.apt) is a “subdomain” tied to Petra’s domain on the Aptos Name Service (“ANS”). Your Petra Name allows you to personalize your Wallet address, making it easier to access web3 and for others to locate your Wallet.

Petra Names have no value and no refunds or credits will be issued. Your Petra Name cannot be transferred and is provided to you “as is” and without warranties. Aptos reserves the right to revoke any Petra Name that includes any of the following: fraud, incitement of violence, threats, defamation, intellectual property infringement, obscenity and other offensive content. Your Petra Name may also be revoked if you fail to use the Services for twelve consecutive months. ANS is owned and operated by Aptos, which reserves the right to change ANS at any time.

6. Indemnity

You agree to release and to indemnify, defend and hold harmless Aptos and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys’ fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Services, your violation of these Terms, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. Aptos reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Aptos in the defense of such matter.

7. Limitation on Liability

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WALLET AND THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR

USE OF THE WALLET AND THE SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WALLET AND THE SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER APTOS NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF APTOS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE WALLET OR SERVICES; THE USE OR THE INABILITY TO USE THE WALLET OR THE SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WALLET OR THE SERVICES; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE SERVICES); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE WALLET OR THE SERVICES OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE WALLET OR ANY OTHER ASPECT OF THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Intellectual Property

8.1 Our Proprietary Rights

All title, ownership and intellectual property rights in and to the Content and Services are owned by Aptos or its licensors. You acknowledge and agree that the Content and Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Aptos, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Wallet or the Services, in whole or in part.

8.2 Limited License

We grant you limited, non-exclusive, revocable permission to make use of the Wallet and the Services (collectively, “**Access**”). This Access shall remain in effect until and unless terminated by you or us. You promise and agree that you will not redistribute or transfer the Services.

The Services are not sold or transferred to you, and Aptos and its licensors retain ownership of all copies of the Services even after installation on your personal computers, mobile handsets, tablets, wearable devices, speakers and/or other devices (“**Devices**”).

All Aptos trademarks, service marks, trade names, logos, domain names, and any other features of the Aptos brand (“**Aptos Brand Features**”) are the sole property of Aptos or its licensors. The Terms do not grant you any rights to use any Aptos Brand Features whether for commercial or non-commercial use.

You agree to abide by our user guidelines and not to use the Services or any part thereof in any manner not expressly permitted by the Terms. Except for the rights expressly granted to you in the Terms, Aptos grants no right, title, or interest to you in the Wallet or the Services.

Third party software (for example, open source software libraries) included in the Services are made available to you under the relevant third party software library’s license terms.

Notwithstanding anything herein to the contrary, nothing in the Terms entitles you to copy, modify, fork, merge, combine with another program or create a derivative work of the Services, including without limitation the Wallet.

8.3 User Content

We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User

Content. **“User Content”** means any Content that users or Account holders (including you) upload, submit, store, send, post or otherwise make available on the App or through our Services. Content includes without limitation User Content. We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

You grant us a worldwide, non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, sublicensable, and transferable license to use, copy, distribute, create derivative works of, publicly display, and publicly perform your User Content, subject to the Privacy Policy.

You represent and warrant that you have the right and authority to submit your User Content and that neither your User Content nor any part thereof infringes, misappropriates or otherwise violates the intellectual property rights or any other rights of any person.

You acknowledge that, in certain instances, where you have removed your User Content by specifically deleting it, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

9. Links

The Services provide, or third parties may provide, links to other World Wide Web or accessible sites, applications or resources. Because Aptos has no control over such sites, applications and resources, you acknowledge and agree that Aptos is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Aptos shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

10. Use of the Services

You agree not to use the Content or Services in any manner or for any purpose other than as expressly permitted by this Agreement. Except as expressly authorized, you will

not, and will not attempt to (i) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Services (except to the extent Content included in the Services is provided to you under a separate license that expressly permits the creation of derivative works), (ii) reverse engineer, disassemble, or decompile the Wallet or Content or apply any other process or procedure to derive the source code of any software included in the Wallet or Content, (iii) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, (iv) use scraping techniques to mine or otherwise scrape data, or (v) resell or sublicense the Services, or use the Services to provide software as a service or any cloud-based, time sharing, service bureau or other services. You will not use our trademarks unless you obtain our prior written consent. You will not misrepresent the relationship between us and you (including by expressing or implying that we sponsor, endorse, or contribute to you or your business initiatives).

Furthermore, your use of the Services will not:

- Misappropriate or infringe the rights of Aptos, our users, or others, including privacy, publicity, intellectual property, or other rights;
- Violate any applicable law or regulation;
- Be threatening, intimidating, harassing, hateful or offensive;
- Lie, misrepresent, or mislead;
- Involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;
- Attempt to avoid, circumvent, remove, impair, descramble or otherwise mitigate any technological measure implemented by us or any of our service providers or any other third party to protect the Services or Content;
- Disguise your location through IP proxying or other methods;
- Interfere with, or attempt to interfere with, the access to the Services of any user, host or network, including virus transfer, spamming, or mail-bombing the Services;
- Circumvent any content-filtering techniques, security measures or access controls that Aptos employs for the Wallet or the Services in any manner; and
- Could interfere with, disrupt, negatively affect or inhibit other users from enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Wallet or Services.

11. Termination and Suspension

Aptos may terminate or suspend all or part of the Services and your Aptos access immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your access, your right to use the Services will immediately cease.

The following provisions of the Terms survive any termination of these Terms: INDEMNITY; WARRANTY DISCLAIMERS; LIMITATION ON LIABILITY; OUR PROPRIETARY RIGHTS; LINKS; TERMINATION; NO THIRD PARTY BENEFICIARIES; BINDING ARBITRATION AND CLASS ACTION WAIVER; GENERAL INFORMATION.

12. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to the Terms.

13. Notice and Procedure For Making Claims of Copyright Infringement

If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide Aptos's Copyright Agent a written Notice containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property

owner or authorized to act on the copyright or intellectual property owner's behalf.

Aptos's Copyright Agent can be reached at:

[Email: contracts@aptoslabs.com](mailto:contracts@aptoslabs.com)

Mail:

Aptos Labs

Attn: Contract team

735 Emerson St.

Palo Alto, CA 94301

14. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

14.1 Initial Dispute Resolution

The parties shall use their best efforts to engage directly to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration.

14.2 Binding Arbitration

If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution under the Initial Dispute Resolution provision begins, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "**AAA**"), excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation,

applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

14.3 Location

Binding arbitration shall take place in California. You agree to submit to the personal jurisdiction of any federal or state court in Santa Clara County, California, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

14.4 Class Action Waiver

The parties further agree that any arbitration shall be conducted in their 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 APTOS 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 or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

14.5 Exception - Litigation of Intellectual Property and Small

Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("**intellectual property rights**" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may

also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

14.6 30-Day Right to Opt Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Aptos Labs, Contract team, 735 Emerson St., Palo Alto, CA 94301 and via email at contracts@aptoslabs.com. The notice must be sent within 30 days of your first use of the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Aptos also will not be bound by them.

14.7 Changes to this Section

Aptos will provide 60-days' notice of any changes to this section. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

For any dispute not subject to arbitration you and Aptos agree to submit to the personal and exclusive jurisdiction of, and venue in, the federal and state courts located in Palo Alto, California. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

The Terms and the relationship between you and Aptos shall be governed by the laws of the State of California without regard to conflict of law provisions.

15. FEES

We may charge fees for some or part of the Services we make available to you. We reserve the right to change those fees at any time, in our sole and absolute discretion. We will disclose the amount of fees we will charge you for the applicable Service at the time that you access the Service.

You may incur charges from third parties for use of Third-Party Services. For example, you may be charged fees via the Dapps (including, without limitation, decentralized exchanges) that you may access via the Wallet. Third party fees are not charged by Aptos and are not paid to Aptos. Under no circumstances shall Aptos incur any liability, of any kind, to you arising from or relating to fees charged to you by Third-Party Services linked to or accessed through our Services.

While it is our goal to provide accurate fee information, these fees are estimates and can vary from the fees actually paid to use the Services and interact with the Aptos blockchain or any other network with which the Services are compatible.

Aptos may not be held liable for, and you hereby forever release Aptos from, any losses or other liabilities arising from an inaccurate estimate of fees provided in connection with any use of the Services.

16. GENERAL INFORMATION

16.1 Entire Agreement

These Terms (and any additional terms, rules and conditions of participation that Aptos may post on the Services) constitute the entire agreement between you and Aptos with respect to the Services and supersedes any prior agreements, oral or written, between you and Aptos. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of the conflict.

16.2 Waiver and Severability of Terms

The failure of Aptos to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

16.3 Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16.4 Section Titles

The section titles in the Terms are for convenience only and have no legal or contractual effect.

16.5 Communications

Users with questions, complaints or claims with respect to the Services may contact us using the relevant contact information set forth above.