



Terms of Use

Last updated: 2 MAY 2024

These Terms of Use (“Terms”) constitute a legally binding agreement made between you, whether individually or on behalf of an entity (“you”), and SolanaETF, its affiliates and related corporations (“Company”, “we”, “us”, or “our”) governs your access to and use of the website located at solanaetf.cash (“Website”), as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto.

BY INSTALLING ANY APP OR OTHERWISE ACCESSING OR USING ANY PORTION OF THE WEBSITE, YOU AGREE THAT, WITHOUT LIMITATION OR QUALIFICATION, YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN PLEASE DISCONNECT YOUR WALLET AND ANY OTHER LINKED ACCOUNTS (IF CONNECTED), CEASE USAGE AND EXIT THE WEBSITE IMMEDIATELY. IF AN INDIVIDUAL IS ACCESSING THE WEBSITE ON BEHALF OF A BUSINESS ENTITY, BY DOING SO, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE LEGAL CAPACITY AND AUTHORITY TO BIND SUCH BUSINESS ENTITY TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT. THE TERM “YOU” SHALL REFER TO BOTH THE BUSINESS ENTITY AND THE INDIVIDUAL ACCESSING THE USE ON BEHALF OF SUCH BUSINESS ENTITY.

GENERAL TERMS AND CONDITIONS

1.1 Use. The Website provides information, news, updates and organize campaigns related to the ecosystem of SolanaETF. For the avoidance of doubt, we don’t and we cannot control activity and data on the Blockchain, the validation of transactions on the Blockchain, or use of the Blockchain.

1.2 The Use of the Website is licensed, not sold to you, and you may use the Website only as set forth in this Terms; The use of the Website may be subject to separate third party terms of Use, such as the
Terms for Fire Sale

and
Terms for Airdrop

, and fees, including, without limitation, your mobile network operator’s (“Carrier”) terms of Use and fees, including fees charged for data usage and overage, which are your sole responsibility.



1.3 Your access to and use of the Website is subject to the Website's Privacy Policy located [here](#)

("Privacy Policy"). You consent to the collection, use and disclosure of your personally identifiable information in accordance with such Privacy Policy.

1.4 If you enter into or otherwise participate in a campaign organized by us, such as but not limited to farming, you agree to be bound by the specific rules of that campaign in addition to these terms. Such specific rules shall be described on the Website. The Company reserves the right, for any reason whatsoever, to update or change the specific rules of the campaign at any time.

1.5 We are not a crypto wallet provider, exchange, broker, financial institution, or creditor. We organize the Website to provide information, news, updates and organize events related to the ecosystem of SolanaETF. By using our Website, you recognize and grant permission for us to manage any on-chain activities through our smart contract on your behalf.

1.6 You may only use the Website for your personal and non-commercial use. Any other use of the Website requires our prior written consent.

1.7 Eligibility. Access to the Website and participation in any campaign organized by us is intended for and extended only to a person or body corporate who satisfies the following ("Eligible Person"), and you hereby represent and warrant to us as follows:

(a) you are at least eighteen (18) years' old, or the age of majority in your jurisdiction, whichever higher, and have the full right, power, and authority to enter into and comply with these Terms;

(b) you, and in the case where you are accepting these Terms on behalf of a body corporate, your ultimate beneficial owners, related corporations, directors or officers, employees, agents or other person acting on your behalf are not:

(i) the subject of sanctions administered or enforced by the British Virgin Islands, Singapore, the European Union, any country in the European Union, the United Nations Security Council, the United States of America, the Office of Foreign Control, or any other country or governmental authority (including the Monetary Authority of Singapore);

(ii) a citizen of, located in, resident in, or organized under the laws of, any jurisdiction that has been designated as a high-risk jurisdiction subject to a call for action by international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force (as at the date of these Terms, these are the Democratic People's Republic of Korea, Iran and Myanmar);

(iii) a citizen of, located in, resident in, or organized under the laws of any of the following jurisdictions:

A) Democratic Republic of Congo;

B) Libya;



C) Somalia;

D) South Sudan;

E) Sudan;

F) Russian Federation;

G) Yemen; or

(iv) a foreign or domestic politically exposed person (i.e. in relation to politically exposed persons, means individuals who are or have been entrusted with prominent public functions by a country, for example heads of state or heads of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials); and

(c) your access to the Website and participation in any campaign organized by us will fully comply with all Applicable Laws.

(d) You are not permitted to access the Website and/or participate in any campaign organized by us if you are not an Eligible Person or are acting on behalf of a person who is not an Eligible Person and must disconnect your Wallet and any linked accounts, cease usage of and exit the Website immediately.

1.8 Changes. As the Website may undergo changes over time, we need the right to modify this Terms to match the changing functionalities of the Website. You therefore agree that the Website may change this Terms at any time without prior notice other than posting an updated Terms to the Website or within our App. We will endeavor to provide you with prior notice when there are any material changes, and may require that you subsequently take an affirmative action acknowledging agreement to the revised Terms before continuing to access the Website. You may read a current, effective copy of this Terms at any time at [<https://solanaetf/SolanaETFTermofUs.pdf>]

. The revised Terms will become effective at the time of posting on the Website, and your use of the Website after such time will constitute your acceptance of the revised Terms. If any change to this Terms is not acceptable to you, then your sole remedy is to stop using the Website. Notwithstanding the preceding sentences of this Section 1.3, no revisions to this Terms will apply to any dispute between you and us that arose prior to the effective date of those revisions.

1.9 Consideration. We currently provide you with access to the Website for free. In return for enjoying this free access, you acknowledge and agree that we may generate revenues (including, by way of example and not limitation, through the sale of advertising and sponsorships), increase goodwill or otherwise increase the value of the SolanaETF ecosystem from your use of the Website, and you will have no right to share in any such revenues, goodwill or value whatsoever. We may in our sole discretion eventually charge you fees to access certain features on the Website. We will provide you with advance notice of any such changes before they take effect. Even if we charge you a fee for the use of the



Website, you will have no right to share in the revenues we charge you or other Users or to share in any goodwill or value created.

1.10 Jurisdiction. The Website is controlled and operated by SolanaETF, a BVI business company. We make no representation that materials on the Website are appropriate, lawful or available for use in any locations other than BVI. Those who choose to access or use the Website from locations outside BVI, do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Website from jurisdictions where the content or practices of the Website are illegal, unauthorized or penalized is strictly prohibited.

1.11 Mobile Uses. The Website will be accessible via a mobile phone, tablet or other wireless device (collectively, "Mobile Uses"). Your mobile carrier's normal messaging, data and other rates and fees will apply to your use of the Mobile Website. In addition, downloading, installing or using certain Mobile Uses may be prohibited or restricted by your mobile carrier, and not all Mobile Uses may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Uses are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Uses, and how much they will cost you. Nevertheless, all use of the Website and the related Mobile Uses must be in accordance with these Terms.

1.12 Additional Terms. We may require you to agree to additional terms and/or policies that it makes available to you from time-to-time in connection with your use of the Website ("Additional Terms"). Except as expressly stated otherwise in Additional Terms, such Additional Terms are hereby incorporated into and subject to the Terms, and the Terms will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency, unless such Additional Terms expressly supersede a term in these Terms.

ACCOUNTS

2.1 Accounts: In order to enjoy the full features of the Website and/or participate in any campaign organized by us, you may need to register an account with the Website, or register and log into the Website by linking your account from a supported external services, such as X, Discord, Meta, Google, etc. The Website can also link to your email address, wallet address, Ethereum or any other Blockchain network account. You may only use the Website in connection with such accounts that you own or are authorized to use.

INTELLECTUAL PROPERTY RIGHTS

3.1 License. Subject to your complete and ongoing compliance with this Terms, We hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to: (i) download, access and use an object code version of the App on any device that you own or control; and (ii) access and use all other portions of the Website, in each case, solely for your personal use. Any third-party code that may be incorporated into the Website or App is covered by the applicable open source or third party license, if applicable.

3.2 Content. The content that We provide to Users on or through the Website, including, without limitation, any sound recordings (and the musical works embodied therein),



audiovisual works (and the sound recordings and musical works embodied therein), text, graphics, photos, software and interactive features, are protected by copyright or other intellectual property rights owned by us or its third party licensors (collectively, the “Content”). You may not copy, reproduce, make available online or transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any of the Content without written permission from us or its third party licensors. These Terms do not transfer to you any of our or the third party's intellectual property rights, and all rights, titles and interests in and to such property will remain (as between the parties) solely with us. Moreover, we solely own all design rights, databases and compilation and other intellectual property rights in and to the Website, in each case whether registered or unregistered, and any related goodwill.

3.3 Marks. Any trademarks, Use marks, and logos used and displayed on the Website are Company's registered and/or unregistered trademarks or Use marks. Any other product and Use names located on any part of the Website may be trademarks or Use marks owned by third parties (collectively the “Trademarks”). Except as otherwise permitted by law, you may not use the Trademarks to disparage us or the applicable third party, our or a third party's products or uses, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any website without our prior express written consent. All goodwill generated from the use of any Company's Trademark will inure solely to our benefit.

3.4 Reservation of Rights. We hereby reserve all rights not expressly granted to you in this Section 3. Accordingly, nothing in this Terms or on the Website will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Website or any Content or Trademarks located or displayed therein.

3.5 Functionality. Certain features and functionalities may only be available on the Website or the App but not both. We, in its sole discretion, may provide functionalities across both the Website and the App, and may disable functionalities, temporarily or permanently, at any time, without any liability to you.

NO IDEAS ACCEPTED

4.1 We generally do not seek unsolicited ideas regarding the Website from outside including, without limitation, suggestions about advertising or promotions, or merchandising of any products, additions to our Website, or changes in methods of doing business. We may already be working on or may in the future work on a similar idea. If, notwithstanding this policy, you submit an unsolicited idea to us, you understand and acknowledge that such idea is not submitted in confidence and we assume no obligation, expressed or implied, by considering it. You further understand that we shall exclusively own all known or hereafter existing rights to the idea everywhere in the world, and that such idea is hereby irrevocably assigned to us. Without limiting the foregoing, to the extent any such assignment is deemed unenforceable, and or to the extent necessary for us to utilize your submission, you hereby grant us an irrevocable, perpetual, world-wide license to use the idea and any associated intellectual property in any manner, in any medium now known or hereafter developed without compensation to you.

EXTERNAL SERVICES



5.1 The Website may contain links to or the ability to share information with third party websites and Uses (“External Uses”) not maintained by us, including through features that allow you to link your access on the Website with an account on an External Services, such as X, Instagram, Facebook and Google or to interact with blockchain and crypto providers. We do not endorse any External Services or the content made available on such External Services. All External Services and any content thereon is developed and provided by others. You should contact the site administrator or webmaster for those External Services if you have any concerns regarding their services and content located on such External Services. We are not responsible for the services, practices or the content of any External Services and do not make any representations regarding the uses, practices, content or accuracy of any materials on such External Services. You should take precautions when downloading files from all websites to protect your computer and mobile devices from viruses and other destructive programs. If you decide to access any External Services, purchase any content from External Services or subscribe to services offered by such External Services, then you do so at your own risk. You agree that we will have no liability to you arising from your use, engagement, exposure to or interaction with any External Services.

RESTRICTIONS

6.1 A User must not do or attempt to do any of the following, or use the Website to do any of the following:

- (a) use the Website in any manner that could damage, disable, overburden or impair any service provided or function of the Website or interfere with any other party’s use or enjoyment of the Website;
- (b) gain unauthorised access to the Website, other accounts, computer systems or networks connected to the Website through hacking, password mining or any other means;
- (c) obtain or attempt to obtain any materials, content or data through any means not intentionally made available through the Website;
- (d) manipulate any content on the Website by way of hacking, backdoor code insertion, or any other means;
- (e) decompile, reverse engineer or disassemble the Website;
- (f) infringe or misappropriate the Company’s and its Affiliates’ Intellectual Property Rights or the Intellectual Property Rights of any person;
- (g) use the Website in any manner that could negatively affect or is prejudicial to the Company’s reputation; and/or
- (h) use the Website in any manner or for any purpose that is unlawful or prohibited by these Terms or any other notices and conditions that the Company and/or its Affiliates may issue from time to time.

TERM AND TERMINATION



7.1 Term. As between you and us, these Terms commences as of your first use of the Website and continues until the termination of these Terms by either you or us.

7.2 Termination. You may terminate this Terms by sending written notification to us at contact.solanaetf@proton.me

. We reserve the right, in its sole discretion, to restrict, suspend or terminate this Terms and your access to all or any part of the Website at any time without prior notice or liability if you breach any provision of this Terms or violate the rights of any third party copyright owner. We may further terminate this Terms immediately for any other reason with or without notice to you. We reserve the right to change, suspend or discontinue all or any part of the Website at any time without prior notice or liability.

7.3 Survival. Sections 1.3, 1.8, 1.9, 1.10, 1.11, 1.12, 2.1, 3.2, 3.3, 3.4, 5, 7, 8, 9, 10, 11, 12.1, and all defined terms used therein will survive the termination of this Terms indefinitely.

LIMITATIONS ON LIABILITY AND WARRANTY DISCLAIMER

THE FOLLOWING TERMS IN THIS SECTION 8 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

8.1 EITHER WE NOR OUR AFFILIATES (COLLECTIVELY, THE "PARTIES") MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICES AND ANY CONTENT AVAILABLE ON THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, COMPLETENESS, APPROPRIATENESS, TIMELINESS OR RELIABILITY THEREOF. THE PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT ON THE WEBSITE, OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA, OR INFORMATION STREAMED ON THE WEBSITE FROM WHATEVER CAUSE. AS A USER, YOU AGREE THAT YOU USE THE WEBSITE AND ANY CONTENT THEREON AT YOUR OWN RISK.

8.2 THE PARTIES DO NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR FREE, OR THAT THE WEBSITE AND ANY CONTENT THEREON ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE WEBSITE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.

8.3 THE WEBSITE AND ALL CONTENT THEREON AND ANY MERCHANDISE PURCHASED ON THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ACCORDINGLY, THE PARTIES DISCLAIM ALL WARRANTIES THERETO, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS AND FITNESS FOR PARTICULAR PURPOSE.

8.4 ALL MERCHANDISE PURCHASED ON THE WEBSITE, WHETHER PURCHASED FROM US OR FROM A THIRD PARTY, ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS AND SUPPLIERS, IF ANY. WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER



EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES WITH RESPECT TO THE MERCHANDISE LISTED OR PURCHASED ON THE WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE HEREBY EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION. WE MAKE NO WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENTS ACT.

8.5 IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR INABILITY TO USE THE WEBSITE AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY, AND THE LIABILITY OF ANY OTHER PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO U.S. \$100.

8.6 TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE WEBSITE, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE THE PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

DISPUTE RESOLUTION

9.1 Any dispute, controversy or claim arising under, out of, in connection with or in relation to these Terms, including any dispute as to its existence, validity, interpretation, performance, breach or termination and any dispute relating to any non-contractual obligations arising out of or in connection with it shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force and the conduct of the arbitration thereof shall be under the administration of the Singapore International Arbitration Centre. The arbitral tribunal shall consist of one (1) arbitrator. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. This arbitration agreement shall be governed by the laws of the British Virgin Islands.

INDEMNITY

10.1 To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless the Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (a) your breach of this Terms; (b) your access to, use or misuse of Content or the Website; or (c) any breach by you of any of these Terms; and (d) any violation by you of applicable law. We will provide notice to you of any such claim, suit or proceeding. We reserve the right to assume the



exclusive defense and control of any matter which is subject to indemnification under this Section if we believe that you are unwilling or incapable of defending our interests. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter at your expense.

CONSENT TO ELECTRONIC COMMUNICATIONS

11.1 By using the Website, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

GENERAL

12.1 Miscellaneous. These Terms shall be governed by and construed in accordance with the laws of the British Virgin Islands without giving effect to the principles of conflicts of law. You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this Terms or use of the Website. If any provision of this Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Terms, which will remain in full force and effect. Failure of the Company to act on or enforce any provision of this Terms will not be construed as a waiver of that provision or any other provision in this Terms. No waiver will be effective against us unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by the Company and you, this Terms constitutes the entire agreement between you and us with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein. The Section headings are provided merely for convenience and will not be given any legal import. This Terms will inure to the benefit of our successors and assigns. You may not assign this Terms or any of the rights or licenses granted hereunder, directly or indirectly, without the prior express written consent of us. We may assign this Terms, including all its rights hereunder, without restriction.

12.2 Force Majeure Event. Notwithstanding any other provision in these Terms, the Company will not be liable for non-performance, error, interruption or delay in the performance of the Company's obligations under these Terms, if this is due in whole or in part, directly or indirectly to a cause beyond the Company's reasonable control, such as any Force Majeure Event.

12.3 Costs and Expenses. Each party to these Terms shall bear their own respective costs and expenses incurred in connection with the use of the Website, the execution of these Terms and the performance of their respective obligations hereunder. For the avoidance of doubt, each User shall bear any transaction, administrative, network or gas fees that may be required to enable the User to use the Website or in participating in a campaign organized by the Company.

12.4 Taxation. Each User bears the sole responsibility for determining if the receipt of any tokens pursuant to these Terms, has tax implications for such User in the User's jurisdiction.



By agreeing to these Terms and to the extent permitted by Applicable Laws, the User agrees not to hold any of the Company, its Affiliates, representatives, employees, directors and agents liable for any tax liability associated with or arising from the receipt of tokens. The User is solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which the User may be liable to pay tax as a result of the User's (i) receipt of the tokens under or in connection with these Terms. The Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes payable by the User (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from the User's receipt of the tokens under or in connection with these Terms.

12.5 No partnership. We and you shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of us, express or implied, and you shall not attempt to bind us to any contract.

12.6 Contact Us. If you have any questions about these Terms or the Website, please contact us at contact.solanaetf@proton.me

